

# Online Banking Agreement and Disclosures



1. This Agreement applies to your use of Online Banking (“Internet Banking”), which permits you to access your accounts with First Federal of Lakewood via the Internet for various banking services. This Agreement applies to all persons that are parties to the accounts. In this Agreement, the terms “you” and “your” refer to each owner of an account accessible by Online Banking, and the terms “us,” “we,” and “our” refer to First Federal of Lakewood.
2. Access to Internet Banking can be provided in one of two ways
  - **Online:** You may enroll for Online Banking via [ffl.net](http://ffl.net) to access your First Federal Lakewood accounts. During this process you will assign your access ID and password. Once you have completed the online enrollment process you will have access to your accounts and services offered by us.
  - **In person:** You may also complete the same online enrollment process for online banking in the branch during the new account opening process. All information is kept strictly confidential and is not released to non-related third parties except as permitted by law. Please refer to our Privacy Statement for more information.
3. **Your Responsibility.** You are responsible for selecting all software, hardware and your Internet service provider and for any defect, malfunction or interruption in service or security due to hardware or software failure or your choice of an Internet service provider.
4. **Password.** Your Password has the same effect as your signature authorizing transactions. You agree to keep your Password safe, and not to disclose or make your Password available to anyone other than authorized users of your accounts. Be advised that anyone to whom you disclose your Password and anyone who has access to your Password will have full access and presumed authority to the services you can perform with online banking, including full access to your accounts. We have no ability to limit any such person’s authority. If anyone uses your Password, you may be responsible for any transactions performed by that person.
  - **Security.** We use a system of firewalls that serve as an immune system to protect our information applications from unauthorized intruders. Our computer operations specialists monitor this system for any indications of a breach. Additionally, we use and require you to use a browser that supports 128-bit encryption. And, we use an automatic “time out” system that will automatically log you off if, after 20 minutes of inactivity, you have not logged yourself off. As an added protection, we use a multi-layer authentication process. This process verifies your identity when you login from your registered computer or presents one of your selected challenge questions when you login from an unregistered computer and lets you know that you are in FFL’s internet banking site
5. **Customer liability.** If you do not see the Green Secure URL address when you access the Online Banking site from your registered computer or one of your challenge questions does not appear when you log-in from an unregistered computer, DO NOT ENTER YOUR PASSWORD, disconnect from the site immediately, or call us (see Section 9. Loss of Password or Event of Unauthorized Transfer). Tell us at once if you believe your Password has been lost, stolen or otherwise become available to an unauthorized person; or, if your statement shows transfers that you did not make. An immediate telephone call to us is the best way to reduce any possible losses. You could lose money in your accounts, including any credit line, if available. If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission. If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500. Also, if your paper or e-mail/electronic periodic statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the statement was mailed or e-mailed to you, you may not get back any money you lost through transactions made after the 60 day time period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we will extend the time periods.
6. **Loss of Password or Event of Unauthorized Transfer.** If you believe your Password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, or if one of your challenge questions failed to appear: call us toll free at: Customer Service 216-529-2700 (within Cuyahoga County) or 800-966-7300 (outside of Cuyahoga County), Monday through Thursday 8 am to 5 pm, Fridays 8 am to 6 pm, and Saturdays 9 am to 1 pm; write First Federal Lakewood, 1640 Snow Road, Parma, Ohio 44134, Attention: Customer Service; or e-mail us at [onlinehelp@ffl.net](mailto:onlinehelp@ffl.net).
7. **Services.** Using Online Banking, you can:
  - view account information
  - transfer funds between your Qualified Accounts
  - schedule a recurring or future transfer between your Qualified Accounts
  - make payments out of your Qualified Accounts to your First Federal Lakewood loan accounts
  - schedule monthly payments out of your Qualified Accounts to your First Federal Lakewood loan accounts
  - request a Stop payment on an unpaid check
  - reorder checks
  - download to Intuit Quicken®,

The term “Qualified Accounts” means any of your First Federal Lakewood checking accounts, statement savings accounts, or “T-bill” accounts. Subject to available funds, you may transfer funds through Online Banking in any amount.

8. **Processing Your Funds Transfer.** We will process a funds transfer on the same day as your instructions if we receive your instructions before our Internet Banking *cut-off* hour of 9:00 p.m. EST (the "*Cut-Off Hour*"). If we receive your instruction after the *Cut-Off Hour* of that day, we will process the transaction no later than the *Cut-Off Hour* of the next day. If you schedule a funds transfer for a future date, we will process the transaction on that date. If you schedule a recurring funds transfer and the payment date does not exist in a month, the payment will be processed on the last day of that month or the business day previous to the scheduled date.
9. **Canceling funds Transfers.** You may cancel or change a scheduled funds transfer by selecting and accurately completing the appropriate fields from the payment menu. Any instruction to cancel or change a funds transfer must be made by the *Cut-Off Hour* of the day prior to the date the transaction is to be processed. If you do not accurately complete the appropriate instructions prior to that time, the transaction will be processed. You should cancel all scheduled transfers before you discontinue using the Internet banking program.
10. **Overdrafts.** When you schedule a funds transfer using online banking, you authorize us to withdraw the necessary funds from your account with us. We deduct the amount of your funds transfer from your account on the date we process your instruction. Each instruction to us to withdraw or transfer from an account is an order to us to pay from that account at that time or on a later date, if any, indicated in the instruction. We may charge these payments against your account even though the charge creates an overdraft, or we may refuse to make these payments if the charge would create an overdraft in your account. If your account becomes overdrawn, you agree to immediately pay us the overdrawn amount, together with any applicable fees. If the account is maintained in connection with an overdraft line of credit, any overdraft will be made in accordance with the agreement or rules governing that account rather than this Agreement.
11. **Alerts.** Your enrollment in First Federal Lakewood Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your First Federal Lakewood account(s). Alerts are provided within the following categories:
  - **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
  - **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
  - **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the Alerts menu within First Federal Lakewood Online Banking and Alerts menu within First Federal Lakewood Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. First Federal Lakewood reserves the right to terminate its Alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide Alerts **First Federal Lakewood** through one or more channels ("**EndPoints**"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your **First Federal Lakewood** Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop Alerts via text message, text "**STOP**" to **48179 at any time**. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in First Federal Lakewood Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to **48179**. In case of questions please contact customer service at 800.966.7300. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** First Federal Lakewood provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside First Federal Lakewood control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold First Federal Lakewood, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some

information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

12. **Limitations on Transfers.** Under federal regulations, you may make no more than six preauthorized electronic funds transfers and telephone transfers, including online banking transactions, checks and point-of-sale transactions per month from your savings or money market deposit account. Of these six transactions, you are limited to no more than three transactions per month by check, draft, debit card or similar order (internet) to third parties. Each funds transfer through online banking from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each month. However, payments to your loan accounts with us are not counted toward this limit for savings and money market deposit accounts.
13. **Fees.** There is no charge to use Online Banking or to make transfers between your First Federal accounts. See our regular schedule of fees and charges to find out how much and when other fees and charges may apply, such as overdraft, check reorder and stop payments, to name a few.
14. **Periodic Statements.** Your Online Banking account activity will appear on your periodic account statement. However, periodic statements are not supplied and do not apply to Passbook Savings Account Customers.
15. **Our Liability for Failure to Make Transfers.** If you have given us all of the proper and timely instructions and have properly completed all fields required to process a transfer, and we do not complete that transfer to or from your account on time or in the correct amount according to our agreement with you, subject to the limitations contained in this Agreement, we will be liable for your losses or damages proximately caused by our failure. However, there are some exceptions, including but not limited to, the following:

**We will not be liable to you if,**

- Through no fault of ours, you do not have enough money in your account to make the transfer.
- The transfer would go over the credit limit on your overdraft line.
- Circumstances beyond our control (such as communications, electronic or computer system failure, fire or flood) prevent the transfer or use of Online Banking, despite reasonable precautions that we have taken.
- You have not properly followed the instructions for using Online Banking.
- Your operating system is not properly installed or functioning properly.
- The failure resulted from any malfunctions of your browser, Internet service provider or computer, computer virus or other problems relating to the computer equipment you use with Online Banking, including, without limitation, your inability to access Online Banking or any part of Online Banking.
- The failure was the result of inaccessibility to Online Banking due to Online Banking system failure.
- A legal order directs us to prohibit withdrawals from the account.
- Your account is closed, or if it has been frozen.
- You, or anyone authorized by you, commits any fraud or violates any law or regulation.

Notwithstanding any other provision in this agreement, unless otherwise prohibited by law, our sole responsibility for an error by us or third party provider in transferring funds will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages in connection with or in any way related to Online Banking.

16. **Account Information Disclosure.** See our current [Privacy Statement](#).
17. **Termination.** We may modify, suspend or terminate your privilege of using Online Banking and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate Online Banking, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable. Any one person who can use the account accessible with Online Banking may terminate Online Banking. Termination shall not affect the rights and obligations of the parties for transactions made with Online Banking before we have had a reasonable time to respond to your termination request. Your termination of Online Banking will NOT automatically terminate any pending transfers and payments; you should cancel these items prior to terminating usage of Online Banking.
18. **Third Parties.** You understand that support and services relating to Online Banking are provided by third parties other than us and you authorize us to contract with third parties to provide such support and services.
19. **Amendment.** We may amend this Agreement at any time. Notice will be sent to you at your current address as stated in our files. Amendments will be effective upon the date indicated in the notice.
20. **Limitation on our liability.** UNLESS OTHERWISE REQUIRED BY LAW, WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SERVICES DESCRIBED IN THIS DISCLOSURE STATEMENT AND THE SERVICE AGREEMENT, INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES. WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SOFTWARE OR THE EQUIPMENT YOU USE TO ACCESS THE SERVICE INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES. WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES BECAUSE OF A FAILURE OR DELAY IN THE DELIVERY OR PROCESSING OF ANY PAYMENT INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES. WE WILL ALSO NOT BE RESPONSIBLE FOR ANY TRANSFER OF FUNDS THE PRIMARY PURPOSE OF WHICH IS THE PURCHASE OR SALE OF SECURITIES OR COMMODITIES REGULATED BY THE SECURITIES AND EXCHANGE COMMISSION OR THE COMMODITY FUTURES TRADING COMMISSION.

21. **Our Business Customers.** If you are not using the Service primarily for personal, family or household purposes, sections 6, 15 and 16 of this agreement, as well as, the "In Case of Errors" page do not apply to you. In addition, you agree that you are responsible for all payments and transfers made using your Password even if you claim you never requested or received a Password or if the person using your Password was not authorized by you to do so. Also, you agree that you are responsible for any consequences if you or anyone using your Password fails to terminate transmission when your pre-selected private image and pass phrase or challenge questions do not appear.
22. **Severability.** If any provision of this Agreement is held invalid, illegal, void or unenforceable by any rule or law, administrative order or judicial decision, all other provisions of the Agreement shall remain in full force.
23. **Governing law.** This agreement is governed by and shall be constructed in accordance with the State laws of Ohio and Wisconsin and applicable federal law.
24. **Business Days.** Our business days are Monday through Friday, excluding Saturdays, Sundays and Holidays, even if we, or any of our branches, are open all or part of such days.

**General.** This Agreement is intended to supplement and not to replace other agreements between you and us relating to your accounts, including, without limitation, our Deposit Account Rules. In the event of a conflict between this Agreement and any other account rules and agreements that apply to your accounts, this Agreement shall govern and prevail with respect to Online Banking activities.

**In Case of Errors or Questions about Your Internet Banking Transfers**

<b>Telephone us:</b>	216-529-2700 (within Cuyahoga County) or toll free 800-966-7300 (outside Cuyahoga County)
<b>Contact Days and Hours:</b>	Monday through Thursday 8:00 am to 5:00 pm Friday 8:00 am to 6:00 pm Saturday 9:00 am to 1:00 pm
<b>Write us:</b>	First Federal Lakewood  ATTN: Savings Service 14806 Detroit Ave. Lakewood, OH 44107-3988
<b>Business Days:</b>	Monday through Friday, excluding legal holidays.

Contact us as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

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

We will determine whether an error occurred within 10 business days after we hear from you and will 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 for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

We will tell you the results of our investigation within 3 business days after completing that investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.