

Electronic Services Agreement

Use of Electronic Services:

This Electronic Services Agreement ("Agreement") between you and Excel states the terms and conditions of your use of Excel's Electronic Services. Electronic Services means any and all of Excel's computer or telephonic services or systems including, but not limited to, services and information accessible through Excel's Web Page and any other computer or telephonic information system provided to you by Excel, whether established by Excel directly or through other providers.

You also agree to abide by any rules, procedures, standards, requirements or conditions established by Excel regarding use of its Electronic Services or electronic communications facilities that Excel makes available.

In offering its Electronic Services, Excel is making available to you interactive computer services and/or automated telephonic services or systems that allow you: (A) to access your accounts with Excel for the purpose of: (i) making inquiries; (ii) transferring funds from one account to another; (iii) to make loan payments on your loans with Excel and; (iv) make withdrawals from your accounts up to \$10,000.00; (B) to arrange for Excel to pay your monthly bills to third party vendors directly from your accounts; and (C) to obtain copies of your account statements and to obtain copies of checks that you have written; and (D) to apply for a loan. Lastly, Excel will provide electronic links to various service providers for your convenience. These services are provided to you via computer or telephonic transmission for use on compatible personal, home or small business computers, including Internet appliances with modems, terminals or network computers that can connect to a telecommunications network.

You agree to use Excel's Electronic Services and any additional services offered by Excel in the future only in accordance with this Agreement, Excel may amend or terminate this Agreement upon notice from Excel. Nothing in this Agreement should be construed as a solicitation or recommendation for you to buy or sell anything.

Limited Warranty

THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE AND NO WARRANTY OF NON-INFRINGEMENT. THERE IS NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

Limitations of Liability

IN NO EVENT WILL EXCEL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES AND DAMAGES) THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF THE USE OF THE ELECTRONIC SERVICES, EVEN IF EXCEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. YOU AGREE THAT THE LIABILITY OF EXCEL ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT OR OTHERWISE) IN ANY WAY CONNECTED WITH THE ELECTRONIC SERVICES WILL NOT EXCEED THE AMOUNT ORIGINALLY PAID FOR THE ELECTRONIC SERVICE. Neither shall Excel be liable for any loss resulting from a cause over which such entity does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines; telephone or other interconnect problems; bugs, errors, configuration problems or incompatibility of computer hardware or software; failure or unavailability of Internet access; problems with Internet service providers or other equipment or services relating to your computer; problems with intermediate computer or communications networks or facilities; problems with data transmission facilities or your telephone or telephone service; or unauthorized access, theft, operator errors, severe weather, earthquakes or labor disputes. Excel is not responsible for any damage to your computer, software, modem, telephone, or other property resulting

from your use or the Electronic Services. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTIES LAST, THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THESE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

No Legal or Tax Advice

You acknowledge that neither the Electronic Services nor any of the information is intended as tax or legal advice. Although the Electronic Services provide access to numerous recommendations about how to invest and what to buy, none of these recommendations are developed or endorsed by Excel. Access, Passwords and Security You will be responsible for the confidentiality and use of your access number(s), password(s) and account number(s). You will be responsible for all orders and transactions entered through and under your access number(s), password(s) and account number(s), and any orders so received by Excel will be deemed to have been received from you. All orders and transactions shall be deemed to be made within a reasonable time after received by Excel and in the form received. You agree immediately to notify Excel if you become aware of:

- a. Any loss or theft of your access number(s), password(s) and account number(s); or
- b. Any unauthorized use of any of your access number(s), password(s) and account number(s), or of the Electronic Services or any information; or
- c. Any failure by you to receive a message that an order or transaction initiated by you through the Electronic Services has been received and/or executed through the Electronic Services; or
- d. Any receipt of confirmation of an order that you did not place, or any similarly inaccurate or conflicting report or information.

Unauthorized Electronic Funds Transfer

Tell us at once if you believe that your account or password has been comprised. If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your access information without your permission. If you do NOT tell us within the two business days after you learn that your information was compromised and we can prove we could have stopped someone from using your information, you could lose as much as \$500.00.

If your statement shows transfer that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed, you may not get back any money you lost after the 60 days if we can prove we could have stopped someone from taking the money if you had told us in time. If you believe your code has been compromised or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this Agreement.

Data Transmission

You acknowledge that data, including e-mail, electronic communications and personal financial data, may be accessed by unauthorized third parties when communicated between you and Excel and other providers of information through Excel's Web Page, using the Internet, other network communications facilities, telephone or any other electronic means. You agree to use software produced by third parties, including, but not limited to, "browser" software that supports a data security protocol compatible with the protocol used by Excel. Until notified otherwise by Excel, you agree to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by Excel and follow Excel's log-on procedures for Electronic Services that support such protocols. You acknowledge that Excel is not responsible for notifying you of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet.

Indemnification

You agree to defend, indemnify and hold Excel harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from your violation to this Agreement, state or federal securities laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of this Agreement.

Our Ability to Terminate Electronic Services

Excel reserves the right to terminate your access to the Electronic Services or any portion of them at its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of your access number(s), password(s) and account number(s) and breach of this Agreement. In the event of a termination by Excel, Excel will refund the pro rata portion of any fee that may have been paid by you for the portion of the Electronic Services not furnished to you as of the date of such termination.

Electronic Communications

You will not use any electronic communication feature of the Electronic Services for any purpose that is unlawful, abusive, harassing, libelous, defamatory, obscene or threatening.

General

You acknowledge that, in providing you with the Electronic Services, Excel has relied upon your agreement to be bound by the terms of this Agreement and any user or license agreement(s) related to or accompanying Electronic Services-related software. You further acknowledge that you have read, understand and agreed to be bound by the terms of (i) the user license agreement of any Electronic Services-related software, and (ii) any other agreement with Excel that applies to your account(s), all as currently in effect and amended from time to time. This Agreement shall be governed by the law (but not the choice of law doctrine) of the state of Georgia, regardless of whether you reside or transact business with Excel in Georgia or elsewhere.

Modifications

This Agreement may be modified by Excel upon written notice to you provided, however, that if Excel sends you written notice, via electronic communication or otherwise, of a modification, you confirm your acceptance of the modification by not closing and/or by continuing to use your account.

Error Resolution Notice

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this Agreement, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
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.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) 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 the transfer involved a new account) 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 questions in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our 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.

EXCEL FEDERAL CREDIT UNION

5070 PEACHTREE INDUSTRIAL BLVD
NORCROSS, GEORGIA 30071

Business Days: Monday through Friday

Excluding Federal Holidays

Phone (770) 441-9235

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

Privacy

Please refer to the Privacy link on this site for Excel's detailed disclosure on privacy policies.