

## Liberty Federal Credit Union Electronic Tax Document Agreement and Disclosure

This Electronic Tax Document Agreement and Disclosure (“Agreement”) describes Your rights and obligations as a user of the Electronic Tax Document Service (the “Service”). It also describes the rights and obligations of Liberty Federal Credit Union (“LFCU, we”). Please read this Agreement carefully. By requesting and using the Service You agree to comply with the terms and conditions of this Agreement.

### I. Enrollment.

By accepting the terms and conditions of this Agreement You are enrolling in the Service. You further agree that we may modify this Agreement at any time without prior notice, and Your continued use of the Service constitutes Your acceptance of any updated Agreement.

### II. Access to and Use of the Service.

The Service can be utilized to receive, view, and download tax documents electronically in LFCU online and mobile banking. You can access the Service in LFCU online banking by logging into your account with your username and password at [www.libertyfcu.org](http://www.libertyfcu.org) and navigating to the Additional Services menu. You can access the Service in LFCU mobile banking by using your username and password to log into your LFCU app and navigating to the Additional Services menu. Electronic copies of the tax documents will be available to You in LFCU online and mobile banking for three (3) years after their issuance. The tax documents will only be available for access and viewing by an account’s Tax-Reported Owner. For example, if You are the Tax-Reported Owner on a joint account with another person, upon enrollment in the Service, You are the only person who will have access to the tax documents associated with the joint account. Each account’s Tax-Reported Owner must enroll in the Service to access the account’s electronic tax documents. The Service is not available for business online banking. However, business accounts on the consumer online and mobile banking can access the Service.

### III. Technology Requirements.

For complete functionality of the Service, You will need software and hardware capable of viewing and downloading documents produced in the Adobe Acrobat .pdf file format. The minimum requirements to access, view, or download the electronic tax documents include:

- A device capable of operating a current version of one of the following browsers:
  - Safari,
  - Chrome,
  - Internet Explorer,
  - Firefox;
- Current version of Adobe Reader;
- An active LFCU online or mobile banking username and password.

### IV. Mailed Tax Documents.

Your LFCU tax documents will also be mailed to you. By enrolling in the Service, You may receive earlier access to Your LFCU tax documents than the mailed documents.

### V. Fees.

LFCU offers the benefit and convenience of the Service to You free of charge. Fees for all other LFCU services can be found in the LFCU fee schedule at [www.libertyfcu.org/fees](http://www.libertyfcu.org/fees).

#### VI. Term and Termination.

This Agreement is effective upon your acceptance of the terms and conditions of this Agreement and enrollment in the Service. This Agreement will remain in full force and effect until termination in accordance with the following. We may immediately terminate your access to the Service for any reason at our sole discretion without prior notice to You. You may discontinue the Service at any time by one of the following:

- Calling 812-477-9271 or 1-800-800-9271;
- Sending an email to [libertyfcu@libertyfcu.org](mailto:libertyfcu@libertyfcu.org) ;
- Writing a letter and either sending to the following address or giving it to an LFCU representative at any of our locations:

Liberty Federal Credit Union  
Attn: Digital Banking  
PO Box 5129  
Evansville, IN 47716-5129

#### VII. Security.

You are responsible for keeping Your username, password, and account information confidential. Do not allow Your browser to save your username and password. In order to protect against fraud You should adhere to the following guidelines:

- Do not give out Your account information, password, username, or any one-time passcode;
- Do not leave Your device unattended while You are in LFCU's online or mobile banking;
- Never leave Your account information within range of others;
- Do not send privileged account information (account number, password, etc.) in any public or general email system.

By agreeing to this Agreement, You agree to be solely responsible for the confidentiality and use of Your password, as well as for any communications entered on Digital Banking using Your password. As a condition of use, You must tell us AT ONCE if You believe Your user name, password, or multi-factor authentication has been lost or stolen. You may contact us at 1-800-800-9271 or (812) 477 9271 between the hours of 8:30 a.m. to 5:00 p.m., Monday through Thursday; between the hours of 8:30 a.m. to 6:00 p.m., Friday; and between the hours of 8:30 a.m. to 12:00 p.m. on Saturday. Or, You may email us at: [onlinebankingteam@libertyfcu.org](mailto:onlinebankingteam@libertyfcu.org). Telephoning LFCU is the best way of minimizing Your losses and liability. LFCU reserves the right to reset any passwords that may have been lost or stolen.

If You believe Your password has been lost or stolen, please use the password change feature within the online or mobile banking My Profile and security contacts section. You may change Your username, password, security contacts (phone numbers and email address) account nickname, and other user options in LFCU's online or mobile banking.

#### VIII. Liability.

In no event shall we be liable to You for failure to provide access to the Service. Unless otherwise required by applicable law we are only responsible for performing the Service as detailed in this Agreement. We will be liable for the amount of any material losses or damages incurred by You resulting directly from our gross negligence. **IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.**

The foregoing shall constitute LFCU's entire liability and Your exclusive remedy. In no event shall LFCU be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way from advice given or out of the installation, use, or maintenance of the equipment, software, and/or the Service.

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IX. Miscellaneous.

**Modifications.** LFCU may modify the terms and conditions applicable to the Service from time to time without notice except as required by applicable law. We may send any notice to You via email and You will be deemed to have received it. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and Your use of the Services in whole or in part at any time without prior notice.

**Notices.** Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to You electronically. You agree to allow disclosures required to be in writing to be provided electronically.

**Governing Law.** This Agreement is governed by the laws of the State of Indiana and applicable federal laws.

**Indemnification.** You agree to indemnify, defend and hold Us, our affiliate companies, directors, officers, employees, and agents harmless against any third-party claim, demand, suit, action or other proceeding and any costs, fees, expenses directly or indirectly related to or arising out of the Service.

**Virus Protection.** LFCU is not responsible for any electronic virus or malware that You may encounter. We suggest that you routinely scan your device using a virus protection product. An undetected virus may corrupt and destroy Your programs, files, and Your hardware.

**Security of Site.** LFCU only collects personal information to serve its legitimate business purposes. We use standard security technology to protect personal information. We are not responsible for any breach of security or for the actions of any third parties that may obtain any personal information. LFCU will not be responsible for any loss resulting from a cause over which it does not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes or natural disasters, strikes or other labor problems, wars or government restrictions. Use of the Services is solely at Your own risk and is subject to all applicable local, state, national and international laws and regulations. Although We have tried to create a secure and reliable service, the confidentiality of any communication transmitted over the Internet cannot be guaranteed. Accordingly, LFCU and its affiliates are not responsible for the security of any information transmitted via the Internet. Actual or attempted unauthorized use of the Services may result in criminal and/or civil prosecution. LFCU will also comply with all court orders involving requests for such information.

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