

G.A.P. FEDERAL CREDIT UNION  
GAP ACCESS AGREEMENT

The applicant (“I”, “me”, “my”) in consideration of G.A.P. FCU issuing me a *GAP ACCESS* authorization protocol (Login ID and Password) do hereby agree to be legally bound by the following Terms and Conditions.

**ACKNOWLEDGEMENT:** I am the owner/authorized user of the account(s) listed on my membership card.

**ACCESS:** I understand that I will be able to access my account(s) to view balances, account history, and to make transfers. I also understand G.A.P. FCU reserves the right to revoke such access to my accounts without prior notification. I understand that transfers from Christmas clubs (share 06), IRA accounts, certificates of deposit, and loan share pledge accounts (share 01) are not permitted and will not be processed.

**SECURITY:** I understand that the *GAP ACCESS* program is offered in a secure environment (as long as I use a secure browser) in order to afford protection for account numbers, account balances and other personal data that may be transmitted by or to me through the internet. I agree to change my Password upon my initial access to the system. I agree that I will designate what my new password will be and that G.A.P. FCU will not be able to determine what that password is, for security reasons. I further agree that G.A.P. FCU will not be responsible for monitoring transactions to determine if they were indeed made by the authorized user. I agree that I am responsible for the security of my password and I agree to properly safeguard this information.

**LIABILITY:** I agree to contact G.A.P. FCU immediately if I believe that my password has been lost or stolen or if unauthorized transactions have taken place on my account(s). I also agree that if my statement shows transactions, which I did not make, and I do not contact G.A.P. FCU within 60 days after the statement was mailed to me, I may not get back any money lost after that time. I agree that if I give my account number and Password to someone else to use, I am authorizing him or her to act on my behalf and I will be responsible for any use of the *GAP ACCESS* program by them. If G.A.P. FCU does not complete a transfer to or from my account on time or in the correct amount, G.A.P. FCU will be liable for my loss and damages. However, there are some exceptions. G.A.P. FCU will not be liable:

**If, through no fault of G.A.P. FCU, there are insufficient funds in my account to complete that transaction.**

**If the funds in my account(s) are unavailable.**

**If the funds in my account(s) are subject to legal process.**

**If my funds are frozen because of a loan pledge, delinquent loan, delinquent visa or bankruptcy.**

**If I, or anyone authorized by me, commits any fraud or violates any law or regulation.**

**If any part of the transfer system was not working properly and I knew about the problem when the transfer was initiated.**

**If circumstances beyond G.A.P. FCU's control (such as fire, flood or power failure) prevent the transaction.**

***FEES:*** I understand that G.A.P. FCU does not charge a fee for *GAP ACCESS*. If in the future, G.A.P. FCU needs to begin charging a fee, I will be notified 60 days in advance.

***DOCUMENTATION:*** I understand that any *GAP ACCESS* transactions will show on my monthly share draft (checking) account statement or on my quarterly savings account statement.

***AMENDMENTS:*** I understand that from time to time G.A.P. FCU may amend or change the terms of this agreement including amendments or changes to the *GAP ACCESS* program. G.A.P. FCU may do so by notifying me in writing of such amendment and/or change, ***OR*** by addressing the change in the quarterly newsletter mailed to all members. If I continue to use *GAP ACCESS* after the effective date, the change or amendment, it shall constitute my acceptance of and agreement to such amendment or changes.

***DISCLOSURES:*** I hereby acknowledge my rights to use the *GAP ACCESS* Program under this agreement as well as the terms, conditions, and agreements originally disclosed to me at the time I opened my G.A.P. FCU account(s). This includes, but is not limited to, the Membership and Account Agreement, the Funds Availability Policy, the Electronic Funds Transfer Agreement, Privacy Notice and Disclosure and all material disclosures regarding the operations of loan accounts.