



REX Online Terms & Conditions

The following Terms and Conditions govern the manner in which the FedEx Employees Credit Association will provide online REX Internet Banking services. The words "We", "Us", and "Our" refer to the FedEx Employees Credit Association ("FECA").

The words "You" and "Your" refer to each person who accesses REX Internet Banking services and each account owner or other person authorized to transact business on any FECA account which may be accessed through the FedEx Employees Credit Association REX Internet Banking services ("Services"):

NetTeller is available 24 hours a day, seven days a week, except scheduled and unscheduled down times which could include system maintenance, system updates, emergencies or circumstances beyond FedEx Employees Credit Association's control.

FedEx Employees Credit Association Member Service is available from 8:00 a.m. to 4:30 p.m. CST Monday through Friday and may be reached by calling 901-344-2500 from the Memphis area or 800-228-8513 nationwide or you may also write to us at:

FedEx Employees Credit Association
ATTN: REX Online Services
2731 Nonconnah Blvd.
Memphis, TN 38132

Payment of taxes or court directed payments via the Services is prohibited.

We reserve the right to refuse to make any payment or transfer, but will notify You of any such refusal within two (2) Business Days following receipt of Your payment instruction. Funds will arrive at Your targeted Merchant as close as reasonably possible to the date designated by You in Your payment instruction (Payment Date). Subject to the Terms and Conditions of the Agreement, You authorize Us, and any third party acting on Our behalf, to choose the most effective method to process Your payment or transfer, including, without limitation, electronic, paper or some other draft means. For each properly instructed payment to an eligible Merchant and/or transfer to a targeted Account, You will receive a transaction confirmation number (Confirmation Number).

The Payment Date indicated by You must always be a Business Day (as defined below). If it is not, the Payment Date will be deemed to be the first Business Day following the date indicated. Automatic payments that fall on a non-Business Day may be processed on the Business Day preceding the Payment Date. Unless you receive a confirmation number, We shall not be liable for any failure to make a payment, including any finance charges or late fees incurred as a result. It is also important that the payment date be on or before the merchant due date not the late date, and since the time

for Us to process your payment varies according to the particular merchant, you must become familiar with the payment processing time for each merchant you desire to pay and allow the appropriate number of business days between the day you input your payment instruction and the payment date. Subject to the limitation discussed below, if you follow the procedures described in this agreement for payment, and you are assessed a penalty or late charge, we will reimburse you for that late charge up to a maximum of one hundred dollars (\$100). In the event you do not adhere to the obligations set forth in this agreement, or you schedule a payment less than the number of business days before the due date required for a particular merchant, you will bear full responsibility for all penalties and late fees and We will not be liable for any such charges or fees.

LIMITATION: Under no circumstance will We be liable if We are unable to complete any payment or transfers initiated in a timely manner via the Services because of the existence of any one or more of the following:

1. You do not obtain a Confirmation Number at the time You initiate a payment or transfer.
2. If, through no fault of Ours, Your Account does not have sufficient funds available to complete the payment or transfer.
3. You have closed the designated Account, or have been removed as a joint owner.
4. If the transfer would go over the credit limit of Your overdraft line, if applicable.
5. We have identified You as a credit risk and have chosen to (i) make all payments or transfers initiated by You via the Services utilizing a paper, as opposed to electronic method or (ii) to terminate Your subscription to the Services.
6. If Your PIN or Security Code has been reported lost or stolen and We have taken action to prevent payments or transfers by use of the PIN or Security Code.
7. If Your Account is legally subject to some legal process, right of setoff, or encumbrance, or if the funds in Your Account are not immediately available for payments or transfers.
8. The Services, Your equipment, the software, or any communications link is not working properly and You know or have been advised by Us about the malfunction before You execute the transaction.
9. You have not provided Us with the correct information for those Merchants to whom You wish to directly pay or Accounts to which You wish to make a transfer.
10. The Merchant mishandles or delays handling payments sent by Us.
11. Circumstances beyond Our control (such as but not limited to, fire, flood or interference from an outside source) prevent the proper execution of the transaction and We have taken reasonable precautions to avoid these circumstances.
12. There may be other exceptions stated in Our agreement with you.

YOUR EQUIPMENT: You must have a computer with compatible internet browser software.

WE ARE NOT RESPONSIBLE FOR ANY OTHER LOSS, DAMAGE OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT OR SOFTWARE, THE SERVICES OR ANY TECHNICAL OR EDITORIAL ERRORS CONTAINED IN OR OMISSIONS FROM ANY USER GUIDE RELATED TO THE SERVICES. WE SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR EQUIPMENT, SOFTWARE OR THE SERVICES, EXCEPT WHERE THE LAW REQUIRES A DIFFERENT STANDARD.

TRANSACTION LIMITATIONS: Some types of withdrawals are limited from all savings accounts to six (6) per month. This allows FECA to comply with Federal Regulation D. During any month, You may make more than six (6) withdrawals or transfers to another FECA account of Yours or to a third-party by means of a pre-authorized or automatic transfer or telephonic order of instruction. Transfers made through the Service are included when computing the permissible number of monthly transfers made. If You exceed these transfer limitations during a month, Your Account may be subject to closure.

PAYMENT CANCELLATION/MODIFICATION: You may cancel or modify a payment up to 2:00 p.m. Eastern Time the same Business Day You schedule for payment.

STATEMENTS: All payment made via the Services will be listed on Your monthly Account statements ("Statement") that you receive from FECA.

NEW SERVICES: We may, from time to time, introduce new services or enhance the existing Services. We shall notify You of the existence of these new or enhanced services. By using these services when they become available, You agree to be bound by the obligations concerning these services, which will be sent to You.

CARE OF YOUR PERSONAL IDENTIFICATION NUMBER (PIN) AND SECURITY CODE: You agree that You will not give Your Services PIN or Security Code or make them available to any other person. If You believe Your PIN or Security Code has been lost or stolen, or that someone has made payments using Your PIN or Security Code without Your permission, notify Us IMMEDIATELY by phone any time during Customer Service hours or send an electronic message through the Service. We undertake no obligation to monitor transactions through NetTeller to determine that they are made on behalf of the accountholder. You also agree to indemnify and hold harmless FedEx Employees Credit Association from any loss, liability and expenses arising out of or in any way connect with such use.

Your role is very important in guarding against unauthorized use of your accounts. If you give your NetTeller identification number and password to anyone, they will have full access to your accounts. You agree to keep your identification number and password confidential and not share it with anyone. You accept responsibility for the confidentiality and security of your password and we encourage you to change your password regularly. Upon three unsuccessful attempts to use your password, your access to NetTeller will be revoked. To re-establish your authorization to use NetTeller you must contact us so we can reset your password and give you a temporary one.

YOUR LIABILITY FOR UNAUTHORIZED PAYMENTS OR TRANSFERS: If you believe that your PIN or Security Code has been lost or stolen, notify us IMMEDIATELY as provided above in order to minimize Your possible losses. You could lose all the money in Your Account (plus your maximum overdraft line of credit, if any). If you believe your PIN or Security Code has been lost or stolen, and You notify Us within two (2) Business Days after you learn of the loss or theft, Your maximum liability will be \$50.

If you do NOT notify Us within two (2) Business Days after You learn of the loss or theft of Your PIN or Security Code, and We can prove that We could have prevented someone from using Your PIN or Security Code if You had told Us in time, Your maximum liability is \$500.

If Your Statement contains payments or transfers that You did not make, notify Us IMMEDIATELY. If You do NOT notify Us within sixty (60) days after the Statement was mailed to You, You may not get back any of the money You lost 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 hospital stay or a long trip) prevented You from telling Us, We may, at Our discretion, extend the time.

ERRORS AND QUESTIONS: Contact Us as soon as possible at either the address or telephone number described above if You think a payment or transfer listed on Your Statement is in error or if You need more information about a payment or transfer listed on the Statement. We must hear from You no later than sixty (60) days after You received the first Statement on which the problem or error occurred. When You call or write Us, You must:

1. Tell Your name, Account number and User ID.
 2. Describe the payment or transfer You are unsure about (Merchant name, Account information, Transaction Date and Amount) and explain as clearly as You can why You believe it is an error or need more information. If possible, please provide Us with the Confirmation Number for the transaction.
 3. Tell Us the dollar amount of the suspected error.
- If You tell Us orally, or by using the Services' electronic mail, We may require that You send Your complaint in writing within ten (10) Business Days. We will tell You

the result of Our investigation within ten (10) Business Days after we receive Your complaint and will correct any Services error promptly. If We need more time, We may take up to forty-five (45) days to investigate the complaint or question. If We decide to do this, We will credit Your Account within ten (10) Business Days after We hear from You, for the amount You think is in error in order that You may have use of the money during the time it takes to complete Our investigation. If We ask You to put Your question or complaint in writing and We do not receive it within ten (10) Business Days, We may not give Your Account temporary credit.

If we decide there was no error, We will mail or transmit to You a written explanation within three (3) Business Days after We have completed the investigation, and within ten (10) Business Days of the date of such explanation, We will debit from Your account the amount previously re-credited to You for use during the time We took to complete Our investigation. You may ask for copies of documents used during Our investigation.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES: We will only disclose information to third parties about Your Accounts:

1. When it is necessary for completing payments or transfers,
2. In order to comply with a government agency or court order, or
3. If You give Us Your permission.

In the event We are unable to process a Services transaction, (if, for example, there are insufficient funds in Your designated Accounts) the transaction will result in a "Failed Payment". In such an event, We will charge the total cost of the transaction, including any service charges, to You. In the event of repetitive Failed Payments, We reserve the right to suspend Your subscription to the Services. This suspension may be without prior notice to You. If Your subscription is suspended, transactions which were previously initiated may still continue to be processed unless cancelled and confirmation of such cancellation is provided as specified below. Suspension will be handled by Customer Service and all inquiries and correspondence relating thereto including requests for reinstatement should be directed to Customer Service. In the event Your subscription is suspended, We will notify You by mail to Your listed address. With respect to any Failed Payment, You agree to reimburse Us within fourteen (14) days after notice is sent to You, for any funds We have already paid to one or more of Your designated Merchants which We were unable to recover by debit to the Merchant or charge to You.

If You do NOT pay any amount owed to Us when due, You agree to pay interest on the unpaid balance at the rate of 18% per annum, or 1.5% per month (or the maximum rate allowed by applicable law, if less). In the event that your claim or debt has to be referred to a third party for collection, You agree, to the extent permitted by law, to any all costs and fees incurred in collecting the outstanding balances, including reasonable attorney's fees and court costs.

FEE SCHEDULE: You agree to pay Us the fees to be published by Us from time to time.

INACTIVITY: Access to your accounts through NetTeller may be automatically denied if your NetTeller accounts have not been accessed within the last six (6) months.

THIRD PARTIES: FedEx Employees Credit Association has taken reasonable measures to ensure that the information and data presented on our website is accurate and current, however, we make no express or implied warranty regarding such information or data which may have been provided by third parties. We hereby expressly disclaim all legal liability and responsibility to persons or entities that use or access this site and its content based on their reliance on any information or data that is available through this website. Reference to any specific product, process, or services is not an endorsement or recommendation by FedEx Employees Credit Association. Links to other websites are for conveniences and informational purposes only. User should be aware that all websites are not protected and we are not reasonable for the content or transmission of any linked site or link contained in a link site, or any changes or updates to such sites.

ADDITIONAL TERMS AND CONDITIONS:

1. In addition to the foregoing, You agree to be bound by and comply with applicable state and federal laws and regulations. We agree to be bound by them too.
2. We reserve the right to terminate Your use of the Services, in whole or in part, at any time without prior notice.
3. If You wish to cancel Your subscription to the Services, You must notify Customer Service. You will be responsible for all payments and transfers You have requested prior to termination and for all other charges, fees and taxes incurred. **BE SURE TO CANCEL ALL OUTSTANDING PAYMENT AND TRANSFER ORDERS BEFORE YOU NOTIFY US TO TERMINATE THE SERVICE. WE WILL NOT BE LIABLE FOR PAYMENTS NOT CANCELED OR MADE DUE TO THE LACK OF PROPER NOTIFICATION BY YOU OF SERVICE TERMINATION.**
4. These Terms and Conditions and applicable Services fees and charges may only be altered or amended by Us. In such event, We shall send notice to You at your listed address or transmit notice of the alteration or amendment over the Services. Your use of the Services following receipt of such notice constitutes acceptance of such alterations or amendments.
5. In the event of a dispute regarding the Services, You and We agree to resolve this dispute by looking to these Terms and Conditions. These Terms and Conditions shall supersede any and all other representations made by You or Our employees.
6. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Tennessee.
7. Business Days are Monday through Friday excluding normal banking holiday.