



CREDIT UNION ONE ONLINE AND MOBILE BANKING ACCESS AGREEMENT AND DISCLOSURE

This Agreement and Disclosure ("Agreement") provides information about and states the terms and conditions for an online and mobile banking product offered by Credit Union ONE ("CUO"). This Agreement shall be an addendum to the existing Electronic Funds Transfer Agreement that you received upon opening your account with CUO and which you may access by clicking [here](#). The terms and conditions of your Deposit Account Agreement and any disclosures as well as any other agreements with CUO shall remain in affect notwithstanding any provision in this Agreement to the contrary. In the event of a conflict between this Agreement and any of the other referenced documents, this Agreement shall control.

As used in this Agreement the terms "you" and "your" refer to the member as defined below. The terms "we," "our," "us," or "ours" refer to CUO. All references to time of day in this Agreement refer to Eastern Standard/Daylight Time as observed in Ferndale, Michigan.

Any person whose name appears on our records for an account as an owner (for purposes of this Agreement, each such owner shall be referred to as "member" even though some may not actually be members of CUO) may contract with respect to the account for Online and Mobile Banking Access Agreement or may use the Online and Mobile Banking Access Agreement arrangements. Any open account may be made subject to this Agreement except term accounts and Individual Retirement Accounts.

You (the "member" as defined above) agree not to provide account access information to anyone, including a joint owner of the account, without our prior written consent. Such consent will normally be given if all subaccounts have the same ownership arrangements; otherwise we may require a restructuring of accounts. If you provide account access information to another person in violation of this provision, you authorize all subsequent actions of the individual involved. To stop such an individual from accessing your accounts you must notify us; upon such notice and with a reasonable time to act, we will take steps to prevent any future access; note that this may require us to stop all access to the account by anyone. Under our current dataprocessing arrangements, anyone who has remote account access information to your account will have access to ALL subaccounts regardless of the ownership of the subaccounts.

If you would like a paper copy of this Agreement or of your Electronic Funds Transfer Agreement sent to you, please contact us at 800.451.4292 or visit any branch office. In the event you experience a problem with an identification number, password, security question, or believe information regarding your accounts or access to your accounts had been lost, stolen, or in any way compromised please contact a member service representative at the same number listed above.

A. Online and Mobile Account Access

Our Online and Mobile Banking Access Agreement product is a consumer electronic account access service designed to meet the needs of our members ("the System"). To be eligible you must be a member in good standing at CUO. You may become eligible by reading and agreeing to the terms of this Agreement and Disclosure and continuing to the "Set Password" page. If you are using Personal Financial Management (PFM) software or any other indirect service to access, track, download, or pay bills, the features of the System may not be available or your software may not work in conjunction with

our Remote Account Access System. To access all of the features and services we offer, sign on directly through cuone.org

B. Equipment Specifications

You are responsible for obtaining, installing, maintaining, and operating all computer hardware, software, virus and malware protection, and Internet service necessary to access the System. CUO will not be responsible for any errors or losses resulting from the malfunction your hardware, software, or any Internet Service Provider, or for your failure to utilize hardware of other equipment that fails to meet the stated system and modem specifications, as may be amended from time to time.

C. Access to System - Password and Security Question

After your initial account set up you will be required to establish your password at the "Set Password" page and you will also need to set up a secondary authentication method (multi-factor authentication) via a text and/or email code. This password and multi-factor authentication will be used to identify you and will be considered your authorization for CUO to act and may act on instructions we receive under your password. You accept total responsibility for your identification numbers, user ID, password, and security questions; agree to keep them confidential and secure, and to follow all provisions of this Agreement related to security. It is also recommended that you change your password every 90 days.

Once enrolled you will have access to the System twenty-four hours a day, seven days a week, unless an emergency exists or scheduled maintenance is being performed. In the event the System will not be available for any extended period of time a notice will be posted on our website informing you of such unavailability. CUO reserves the right and you agree that CUO may limit, suspend, or terminate your access to the System at any time for any reason.

D. Services

You may use the System to do the following:

- Obtain account/loan balances and histories
- Obtain loan payment due date and payoff information
- Obtain current year-to-date and prior year's dividends
- Obtain current year-to-date and prior year's loan interest
- Obtain clearance of specific checks
- Transfer funds between accounts at CUO
- Place a stop payment order on a check
- Display a check copy
- Download transaction information to personal financial management software from savings, checking or loan accounts
- Import manually standard transaction data files (aggregation) from other financial institutions into the arrangements established by this Agreement.
- Pay Bills (see explanation below)
- Mobile Banking (separate agreement required)
- External Transfers – to and from another financial institution
- Messages – secure correspondence with CUO Contact Center
- Set Overdraft Options
- View 36 months of E-Statements/Statements
- Open new accounts
- Apply for loans
- View/Redeem Cash Back Checking Rewards
- Send check to self
- Alert CUO of travel plans/notification for debit card use
- Skip-A-Payment (Skip Loan Payment – has its own disclosure)
- Update Profile (email address, physical address(es), phone number, username, password, security questions and answers)

- CULetters – review critical account letters provided in digital form from the credit union

E. On-Line Stop Payment Orders

You may request an on-line stop payment order for paper checks you have written on an account with CUO. On-line stop payment order requests will be processed real time. You will incur stop payment charges as disclosed to you in the current fee schedule.

F. Bill Payment Service

In the event you elect to utilize the bill payment service offered by CUO through the System, you must agree to the terms and conditions of CUO's Bill Payment Agreement, a separate document that will be presented for your review and acceptance during the enrollment process under this Agreement. You may sign up for bill payment either when you enroll under this Agreement or at a subsequent time convenient for you. The current version of the Bill Payment agreement may be viewed at <http://www.cuone.org/about/documents/billpay-terms-conditions.aspx>.

The following fees may be assessed against your account:

- Non-sufficient funds
- Stop payment
- Fees set forth in the Bill Payment Agreement where applicable
- Expedited payment fee

See Credit Union ONE's Fee Schedule and Business Account Fee Schedule for a current listing of all Bill Payment fees.

G. Transfer of Funds - Posting

Transfers you initiate shall be posted Remote real time. This excludes bill payments, external transfers, and transfers made during system business finish and start processing.

H. Periodic Statements

You will *NOT* receive a separate statement regarding transactions you complete on-line. All transactions will appear on the periodic statement for the account(s) that have been accessed and transactions performed via the System. You may also view account activity on the appropriate System screens.

I. Security

The agreed security procedure is use of your account number, or user id, and password and multi-factor authentication. The account number, user id, password, and multi-factor authentication are intended to provide security against unauthorized access to your account. All data transferred to and from the System utilizes encryption technology consistent with industry standards to reasonably protect the security of data transferred. It is your sole responsibility to assure that your account number, user id, password, and security question answers are not revealed or otherwise made available to persons not authorized to access your accounts.

The loss, theft, or unauthorized use of your account number, user id, password, or device or system used for multi-factor authentication could result in the loss of funds in your account, plus any amount that may be available under an overdraft protection line of credit. You agree to assume all liability for voluntary disclosure of your account numbers, password, and devices and systems used for multi-factor authentication to any person(s) or entities, and to assume all responsibility for transactions or other account activity performed by person(s) or entities other than yourself to whom you have given your account number and password or access to devices and systems used for multi-factor authentication. **YOU ALSO AGREE TO IMMEDIATELY NOTIFY US OF ANY UNAUTHORIZED USE OF YOUR PASSWORD, ANY ACCESS OR ATTEMPTED ACCESS, TRANSACTION OR ATTEMPTED TRANSACTION, OTHER ACCOUNT ACTIVITY OR ATTEMPTED ACCOUNT ACTIVITY, OR ANY OTHER BREACH OF SECURITY.**

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By accessing your accounts via the System you represent and agree that you have considered the security procedures contained herein and find that they are commercially reasonable for verifying that a transfer or other communication purporting to have been made by you is in fact yours. In reaching this conclusion you have considered the size, type, and frequency of transfers or other communications that you anticipate issuing through the System. If in your judgment these security procedures are not commercially reasonable or circumstances change so that you believe the procedures are no longer commercially reasonable, you must notify us within 30 days.

J. Fees and Charges

The fees and charges related to transactions for which you use the System are the same as the fees and charges we charge in general; there are no unique fees related to use of the System. These fees and charges are set forth in our current fee schedule and can be accessed by clicking [here](#).

Under no circumstances will CUO be responsible for telephone or Internet Service Provider fees you incur to access the System.

K. Warranty Disclaimer

The System is provided on an AS IS basis. We make no warranty of any kind, either express or implied, including any warranty of merchantability or fitness for a particular purpose for the System. We do not warrant that the System will operate without errors or that it will be available for use in accordance with the terms of this Agreement.

L. Limitation of Damages

You hereby agree that our officers, directors, employees, contractors, or agents are not liable for any direct, indirect, special, incidental, exemplary, or consequential damages including lost profits, revenue or data whether in an action based in contract, tort, or warranty caused by CUO, the System, or the use thereof, or arising out of the installation, use, or maintenance of any products or services subject to this Agreement. Except as specifically set forth in this Agreement you agree that our entire liability and your exclusive remedy shall be amounts paid by you equal to one month of services provided through the System. CUO shall in no event be liable for any direct, indirect, special, incidental, exemplary, or consequential damages including lost profits, revenue or data whether in an action based in contract, tort, or warranty caused by the CUO, the System, or the use thereof, or arising out of the installation, use, or maintenance of any products or services subject to this Agreement.

M. Contact with Credit Union ONE

You may contact us for any reason related to this Agreement contacting us by phone at 800.451.4292 or in writing to [Credit Union ONE, 400 E. Nine Mile Road, Ferndale MI 48220](#). You agree to immediately notify us of any change in your mailing address.

N. Electronic Funds Transfer Disclosure

The following information supplements the information contained in the Electronic Funds Transfer Agreement provided to you in connection with the Electronic Funds Transfer Act.

Types of Transfers You May Make

You may make the following types of electronic funds transfers using the Bill Payment Services:

- Make recurring payments from your checking account
- Make nonrecurring payments from your checking account
- Transfers described in the Bill Payment Agreement if you have established such an agreement with us.

You may also make the following types of electronic funds transfers using transfer services:

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- Transfer funds from your account to another financial institution (ACH Transaction)
- Transfer funds from another institution to your account (ACH Transaction)
- Transfer funds from your account to another member account

Fees

You may be assessed fees for the above-described electronic funds transfers. Please refer to the [fee schedule](#) you received upon opening your account with CUO, or the most recent version thereof. An additional on-line fee may be assessed to your account. Please refer to Section J of this Agreement.

O. Member Driven ACH

Authorization agreement for originating credits and debits to another financial institution. You hereby authorize Credit Union ONE to transfer funds between your accounts at Credit Union ONE and another financial institution, and if necessary, to make adjustments to any errors. Credit Union ONE will be responsible for the transfer of funds in accordance with this authorization. Once a transfer is made to another financial institution, Credit Union ONE will have no further responsibility or liability for the deposit or withdrawal of such funds.

You acknowledge that the origination of ACH transactions to your account must comply with the provisions of U.S. law and that you are authorized to conduct transactions on all accounts involved in the transfer.

You authorize Credit Union ONE to make a small (\$1.00 or less) deposit and withdrawal of the same amount, on the same day, to the above listed account. You understand that Credit Union ONE does not control the order of posting of this deposit and withdrawal and that you must therefore ensure that a minimum of \$1.00 is available for transfer from this account. You agree that Credit Union ONE is not responsible for any overdraft, insufficient funds, or other fees that result solely as a result of your failure to make at least \$1.00 available for transfer.

You understand this agreement is in full force and effect until you delete the above account from my accounts transfer list. For fees associated with any ACH transaction please consult the schedule of fees provided to you at account opening or click [here](#).

P. Miscellaneous Terms

In addition to this Agreement and your Electronic Funds Transfer Agreement, you agree to comply with and be bound by all terms and conditions of all applicable account agreements with CUO, and with all applicable laws and regulations. We refer you to your account agreement that you received when you opened your account with us for additional terms and conditions and other disclosures that apply to your account.

We shall not be deemed to have waived any of our rights or remedies hereunder or under your account agreement unless such waiver is in writing and signed by an authorized representative of CUO. No delay or omission on our part in exercising any rights under this Agreement or any account agreement you have with us shall not operate as a waiver of such rights or remedies.

We may make amendments to this Agreement and EFT Disclosure and any related fees or charges by sending you a notice via e-mail or regular mail sent to your address as it appears in our records. Any use of the System after we send you a notice of change shall constitute your acceptance of such change in terms of this Agreement.

Sections headings are for convenient reference only and shall not affect the meaning or have any bearing on the interpretation of any provision of this Agreement.

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If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby.

This Agreement together with all exhibits referenced herein, constitutes the entire Agreement between you and CUO and supersedes all other proposals either oral or written between you and CUO on this subject.

This Agreement shall be binding upon the successors and/or assigns of both parties. Obligations of both parties with respect to confidential or private information and data pursuant to this Agreement remain in effect and shall continue and survive cancellation, termination, or expiration of this Agreement.

This Agreement shall be subject to and interpreted under the laws of the State of Michigan.

Q. Your Acceptance

By accessing your account(s) via the System you represent that you have read, fully understand and accept the terms of this Agreement, including but not limited to your intent that it be an addendum to your Electronic Funds Transfer Agreement with us.