

CREDIT UNION ONE  
ONLINE BANKING AGREEMENT AND DISCLOSURE

These policies govern the relationship between CREDIT UNION ONE and each person authorized to use Online Banking, and Internet-based online banking service. Online Banking services are also governed by any other separate agreement (s) you may have with Credit Union One, but not limited to, the Credit Union's Membership and Account Agreement, any loan agreements and any amendments or changes made to this Agreement.

Except as stated in this agreement or any later agreement concerning Online Banking, your membership agreement and other disclosures and agreements for accounts previously given to you will govern all transactions made with the Online Banking service. All funds transferred from a loan account will be subject to the applicable loan agreement for accessing proceeds and secured by any security agreement for accessing your loan proceeds.

By using Online Banking, you agree to be bound by the terms and conditions contained in the agreement.

**DEFINITIONS:**

- “we”, “us”, or “our” means the Credit Union and all of its affiliates and subsidiaries
- “you” and “your” means each person who has signed the Online Banking application or who uses Online Banking with your consent.
- “Business Day” is defined as Monday through Friday business hours, with exceptions on our holidays or days we designate to be closed.
- All references to time of day in the agreement refer to Eastern Standard Time

**ELIGIBILITY FOR ONLINE BANKING:**

This service is available to members with accounts in good standing and an online banking password with Credit Union One.

**EQUIPMENT AND TECHNICAL REQUIREMENTS:**

To use Online Banking, Internet access that has Netscape or Internet Explorer is required. The Credit Union makes no warranties on equipment, hardware, software or Internet Service Provider or any part of them, expressed or implied, including without limitation any warranties of merchantability or fitness for a particular purpose. The Credit Union is not responsible for any loss, injury, or damages (whether direct, indirect, special or consequential) caused by the Internet Service Provider, and related software, Online Banking or the use thereof. The Credit Union is also not responsible for any loss, injury or damages arising from the installation, use or maintenance of your personal computer hardware, software or other equipment.

## SERVICES:

With the Online Banking service, you can:

- Balance your account online. Request to see a copy of the check that has been cleared.
  - Check account balances
  - Transfer funds between any of your checking or savings accounts
  - Check your account history on any of your accounts
- \*Other options may be added in the future

From time to time, the Credit Union may enhance the existing Online Banking with new services. By using them, you agree to be bound by the obligations and conditions concerning these services. You also agree to be bound by all the terms and conditions of any separate instructions that may be provided in conjunction with this system and any all applicable state and federal laws and regulations.

Services are subject to change at any time without prior notice to you.

## TRANSFER BETWEEN CREDIT UNION ACCOUNTS:

You authorize the credit union to transfer funds electronically between your designated accounts according to your instructions initiated through Online Banking. All transfer transactions are immediately deducted from your account. Withdrawals will only be allowed on your accounts or accounts on which you are an authorized signer.

## MEMBER SERVICE:

You may contact Credit Union One by calling 330 538 2202 or 1 800 245 4385 during the business day. A representative may provide assistance within the guidelines set forth by Credit Union One and required by law. A representative is not authorized to negotiate any of the terms of this agreement.

## ELECTRONIC MAIL:

Electronic mail outside of Online Banking should be addressed [cu1ohio@aol.com](mailto:cu1ohio@aol.com). Please note, however, that messages sent via your personal e-mail may be intercepted by third parties and are not protected by Credit Union One. Personal e-mail should not be used to communicate sensitive account information.

Credit Union One is responsible for making reasonable efforts to fulfill only those account request actually received via Online Banking. We may not be held accountable for any loss resulting from the delay or failure to transmit a message due to user error, malfunction of equipment, natural impediments and/or inaccurate or incomplete information.

## GETTING STARTED:

To access your account with Online Banking, you will need to fill out and return the application to Credit Union One. Once received, Credit Union One will process your request and issue you a username and temporary password. We will communicate to you this information in person only, unless other arrangements can be made that would be secure to you and the Credit Union. Upon accessing the service, you will be immediately prompted to change your password to one of your choice. If you wish a joint owner of your account to have access to the account, he or she must use the same PIN and password as you. You agree not to give your PIN or password to any person not authorized to have access to your account.

## THIRD PARTY DISCLOSURES:

The Credit Union will disclose information to third parties about your account or the transfer you make:

- Where it is necessary for completing transfers
  - In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant
  - In order to comply with government agency or court orders
- Or if you give us permission

## SECURITY:

Notify us immediately if you believe your PIN and or password has been lost, stolen, used without your consent or compromised in any way. We may suspend your access until a new password has been established.

Telephoning is the best way of containing any losses. Failure to notify the credit union could result in a loss of money in any of your accounts, or any checks we have chosen to honor. If you notify the Credit Union of loss or theft of your PIN and/or password within two business days after you learn of it, your loss will be limited to \$50.00. If you fail to tell the Credit Union within two business days and the Credit Union can prove it could have prevented the loss, you could lose as much as \$500.00. You have 60 days after your statement is mailed to you to tell the credit union of any transactions you did not make. If you fail to notify the Credit Union within 60 days, you may not get your money back. You understand the Credit Union may extend this period if you can provide a good reason for not notifying us sooner. However, we are under no obligation to honor such an extension.

## STATEMENTS:

All transactions generated through Online Banking will appear on your monthly or quarterly statements, depending on the account type. No other receipts will be sent.

## LIABILITY:

If the Credit Union does not complete a transaction for which you received a confirmation number or it is not completed for the correct amount, it will be liable for your reasonable losses or damages except when:

- If through no fault of the Credit Union, you do not have sufficient funds in your account
- If the transfer would exceed the credit limit on your account
- If circumstances beyond the Credit Union's control (i.e.: fire, flood, communication) prevent the transfer despite reasonable precautions that have been taken

## UNAUTHORIZED TRANFERS:

We must hear from you within 60 days after the First statement on which the problem occurred and was sent to you. You must include your name and account number, the error or the transaction you are unsure about, why you believe an error exists, approximately when the error took place, and the dollar amount of the suspected error.

If you notify us orally, we may require you to send us your complaint or questions in writing within 10 business days for the amount you believe to be in error. Doing so may permits you the use of the money while we complete our investigation, but funds could be held until the investigation period has been completed.

If we ask you to state your complaint or questions in writing and we do not receive it within ten days, we may not provisionally credit your account. If we decide that no error occurred, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that were used in the investigation.

The Credit Union will tell you the results of its investigation within 10 business days and correct any error promptly. You may or may not have use of the funds in this interim, depending what type of error occurred. If we determine no error occurred, we will send you a written explanation within (3) three business days after its investigation is complete. You may ask for copies of the documents used in the investigation.

## TERMINATION OF SERVICE

Termination by the Credit Union:

At any time and at our discretion, without notice or liability, we may suspend or terminate your access to Online Banking in whole or part without prior notice if we believe you have:

- Compromised the confidential integrity of the service

- Caused the credit union a loss
- Abused the service (including, but not limited to, remaining connected to the system for inordinate periods of time)

Termination by the Member:

You may terminate this agreement at any time by notifying the Credit Union in writing or via e-mail or confirmed phone request. You must allow five business days for processing your cancellation notice. You will be responsible for all payments and/or transfers you have requested prior to termination and for all other charges, fees and tax incurred. You must cancel all outstanding payment and/or transfer orders within the five day notification period. We will not be liable for payments and/or transfers not cancelled or made due to your actions related to service termination.

CREDIT UNION LIABILITY:

We assume no liability due to your inability to access the Online Banking service for any reason including, but not limited to communication problems or interruption and/or equipment failure.

We accept no responsibility for omissions from any equipment failure or damage, computer viruses, or software damage which may occur as a result of your use of the Online Banking Service.