

# Century Federal Credit Union- Online Banking Disclosure & Agreement

This agreement states the terms and conditions that apply to your use of Online Banking services ("OLB") offered by Century Federal Credit Union. Please read this agreement carefully. Continued use of the Online Banking service constitutes your acceptance of this agreement.

## Agreement

"You" means the member or user of the Services.  
"CFCU " means Century Federal Credit Union.  
"Online Banking" or "Services" means all the various services provided through this Web site, or through representatives of CFCU Online Banking Staff ("CFCU Staff"), which is a part of Online Banking. The Services provided through Online Banking may change from time to time, and Services may be added or removed. Your use of Online Banking is conditioned on your acceptance without change of all terms of this Online Banking Agreement. Continued use of the Online Banking service constitutes your acknowledgement that you have read and understand the contents of this Agreement, and that you agree to be legally bound by it.

## Use

Each time you use Online Banking, your use constitutes your continuing agreement to use Online Banking according to this Agreement and to be legally bound by all its terms, as these terms are now or as they may change in the future from time to time. You agree:

- To use Online Banking only for those accounts for which you have authorized access and use;
- To use Online Banking only in accordance with this Agreement and applicable laws;
- To comply with any user requirements as they may be promulgated from time to time;
- To promptly pay all fees and charges that may apply to your use of Online Banking either now or in the future (presently, Online Banking is free); and
- To remain bound by the terms and conditions of all your loan legal documents, which may not be changed by any Online Banking transaction or without the express written consent of Century Federal Credit Union.

This Agreement is not intended to modify any of the terms of any loan that you may have with Century Federal Credit Union. Your rights and obligations with respect to any such loan will continue to be covered by the agreements entered into between you and CFCU in connection with the loan.

Certain special or custom loan products or services may not be available through Online

Banking. If any transaction requiring prompt completion cannot be made or concluded through Online Banking or by Century Federal staff, you should contact the nearest Century Federal Credit Union branch directly by telephone or in person during business hours.

Online Banking is provided as a privilege and convenience to CFCU members. Century Federal Credit Union reserves the right to terminate the entire Online Banking program or access to any account at any time and without prior notice. CFCU also reserves the right to terminate Online Banking access privileges for all accounts applicable to a member number if any account under that member number becomes delinquent, is declared to be in default, becomes subject to litigation or other court proceedings, is restructured, is accessed in violation of applicable law or this Agreement, or if Century Federal Credit Union believes the account is being used for fraudulent and/or illegal activity, including illegal internet gambling. If you use your account to engage in any such illegal activities, you will nevertheless be liable for those activities. Further, you agree to reimburse CFCU for any losses it incurs as a result of your actions. CFCU will make a reasonable attempt to notify you if your Online Banking access is terminated for any reason.

## Proprietary Rights

Century Federal Credit Union and other third parties, where applicable, are the absolute owners of all intellectual property and rights applicable to this Web site and to Online Banking. You agree that this Web site contains proprietary trademarks, data, text, information, programs and materials (collectively called "Information") protected by copyright, trademark and other forms of ownership protection under the laws of the United States of America. Except as specifically authorized in this Agreement, you do not have permission to copy, use or republish in any form any Information found on this Web site. You are authorized to view the Information available on this Web site for personal use and informational purposes only, and you may create an electronic copy of the Information for your personal use. No part of the Information may be otherwise copied, reproduced or redistributed in any form without prior written consent from CFCU. You also agree that your right to use this Web site is derived solely from, and is expressly limited by, this Agreement. You agree not to assert any claim of ownership over the Information, including any software or data, based on your use.

## Processing Restrictions

Century Federal Credit Union -may not process your transaction if:

- Your account does not have sufficient funds to cover the transaction
- Your loan is in default or the requested transaction will result in a default

- Your transaction violates a term or condition of the Online Banking Agreement or your loan legal documents
- A legal order prohibits CFCU from making the transaction
- CFCU terminated your Online Banking account access
- CFCU terminated the Online Banking Agreement
- You (or anyone you allow to use the account) commits or attempts to commit fraud or violate any law or regulation
- The electronic terminal, telecommunication device, Internet access service or any electronic fund transfer system required for the transaction is not working properly
- You do not provide complete and correct information required for the transaction
- You do not follow all applicable Online Banking instructions
- Circumstances beyond CFCU's control (such as fire, flood, acts of God, unexpected disruption of service, or action of any third party) prevent completing the transaction.

#### **Disclaimer Of Warranties**

Online Banking Services and Information are provided "AS IS" and WITHOUT WARRANTY of any kind. While Online Banking is believed to be reliable and accurate, CFCU DOES NOT WARRANT that Online Banking will be accurate, complete or timely; or free from faults or interruptions in service; or that data or Information will be error-free. CFCU assumes no liability or responsibility for any errors or omissions in the Information on this Web site, and specifically disclaims any duty to update the Information.

It is expressly understood and agreed that EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.

#### **Passwords and Security**

You agree to follow CFCU's security procedures and recommended security practices, to establish a password, and to maintain the security of that password at all times. CFCU shall be entitled to act on all instructions provided through Online Banking, including CFCU Staff, which are authorized using the correct password for that account. CFCU is not liable for any unauthorized transaction or access to your account, or for any damages resulting from this, if such action was initiated using your password. If your password is ever lost, stolen or improperly disclosed, or you notice any irregularity in your account, you agree to report this fact immediately to the Member

Service Center or by secure messaging to CFCU, and to immediately change your password. Password changes may be made online.

Century Federal Credit Union members may access their accounts using their User Id and password/PIN, or through an App on a smartphone, such as Android or Apple mobile device. The Android or Apple Apps may allow you to use Biometric Identification authentication, such as fingerprints, to log in securely instead of entering a User ID and password. By enabling fingerprint authentication, every person with an enrolled fingerprint on your device could have access to your accounts. This functionality is partially dependent on the device and/or Operating System manufacturer and can be changed outside the control of CFCU at any time. You should review your enrolled fingerprints to make sure you are willing to allow those persons to access the personal and financial information available through your mobile device. Fingerprints are only stored on your device. CFCU does not see or store your fingerprint information.

#### **Indemnification**

You agree to indemnify, defend and hold CFCU harmless from any damage, loss or liability of any kind, including without limitation, reasonable attorney's fees and court costs, which may result, directly or indirectly, in whole or in part, from the actions taken or services rendered by CFCU under this Agreement pursuant to your instructions or the information you provide. For purposes of this Indemnification section only, "CFCU " shall mean CFCU and all its past, present and future directors, employees, contractors, agents, third party service providers and any person or entity involved in the creation, production or delivery of this Web site or the Information provided here.

#### **Your Liability**

Except as otherwise provided by law, you shall be liable for any loss or damages in all cases where:

- We have followed the security procedures applicable to your Loan Account(s),
- We have followed the transaction instructions provided to us,
- You fail to notify us within a reasonable time, not to exceed 30 days after receipt, of any discrepancy in your billing statement regarding a transaction, or
- You or your current or former authorized representatives attempt or commit unauthorized, fraudulent, or dishonest acts. Your liability includes, but is not limited to, instances where a former authorized agent, representative or employee or anyone else initiates a transaction to your detriment by obtaining access to your transmitting facilities or your security information, regardless of how that access or information was

obtained and regardless of whether the obtaining of such access or information is your fault. We are under no obligation to know that instructions may be erroneous, improper or unauthorized.

#### **Disclaimer Of Liability**

THE USER OF THIS SYSTEM ASSUMES ALL RESPONSIBILITY AND RISK FOR THE USE OF THIS SERVER AND THE INTERNET GENERALLY. CFCU AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO THE INFORMATION ACCESSIBLE FROM, OR VIA THIS SERVER OR THE INTERNET GENERALLY. CFCU DOES NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT OR PROCESS ACCESSIBLE FROM, OR VIA, THIS SERVER OR THE INTERNET GENERALLY. IN NO EVENT SHALL CFCU BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE INFORMATION ACCESSIBLE FROM, OR VIA, THIS SERVER OR THE INTERNET GENERALLY.

#### **Viruses And Links**

CFCU disclaims all responsibility and liability for any damages caused by viruses contained within the electronic files or at this Web site. While this Web site contains links to other Web sites we believe may be of interest to you, Century Federal Credit Union is not responsible for the functioning, content or accuracy of these websites.

#### **Online Banking & Bill Pay**

You may access your account(s) by computer 24 hours a day by logging on to our website at [www.cenfedcu.org](http://www.cenfedcu.org) and using your personal login ID and personal password, to:

##### **A. Online Banking Computer Transfers** - types of transfers

- transfer funds from share draft (checking) to share draft (checking)
- transfer funds from share draft (checking) to share (savings)
- transfer funds from share (savings) to share draft (checking)
- transfer funds from share (savings) to share (savings)
- transfer funds from line of credit to share draft (checking) or share (savings)
- transfer funds from your account to another member's account on which you

are a co-owner

- transfer funds from your account to another member's account
- make payments from share draft (checking) or share (savings) to loan accounts with us
- get information about:
  - the account balance of share draft (checking) or share (savings) accounts
  - the last 90 days deposits to share draft (checking) or share (savings) accounts
  - the last 90 days withdrawals from share draft (checking) or share (savings) accounts

##### **B. Online Banking Account opening** -

Disclosures are provided at time of opening and are also referred to later in this brochure. You will have the opportunity to accept the terms, rates, and applicable fees before opening the account. Types of accounts available may include:

- Share Draft.
- Term Shares. All Term Shares opened using Online Banking will be opened in the Primary member name or in Joint names of members if set up in that manner.

**C. Bill Pay** - Bill payments may be transmitted from your share draft (checking) account only to third parties using the Bill Pay feature. Refer to the CENTURY FEDERAL FEE SCHEDULE for applicable charges.

**Send Money** - You can send money or request money online, using the recipient's email address or mobile phone number.

See additional disclosures elsewhere in this disclosure

**External Account** - Allows you to transfer money to your account at another financial institution. You can make a single transfer or set up a reoccurring transfer schedule for the amount, date, and frequency you want.

- Separate Terms and Conditions apply.

**Mobile Banking** - You may access your account(s) by mobile device using your online identification and your password, to:

- transfer funds from share draft (checking) to share draft (checking)
- transfer funds from share draft (checking) to share (savings)
- transfer funds from share (savings) to share draft (checking)
- transfer funds from share (savings) to share (savings)
- transfer funds from line of credit to share draft (checking) or share (savings),
  - make payments from share draft (checking) or share (savings) to loan account(s) with us
- get information about:

- the account balance of share draft (checking) or share (savings) accounts
  - the last 30 days deposits to share draft (checking) or share (savings) accounts
  - the last 30 days withdrawals from share draft (checking) or share (savings) accounts
  - make deposits to your share draft (checking) or share (savings) account
- See additional disclosures elsewhere in this disclosure
- pay bills from your share draft (checking) account

#### **Notice of Mobile Banking USER Safety Precautions**

- As you would using your own personal computer, including not opening attachments or clicking on links contained in email received from unfamiliar sources, the following suggestions may be helpful.
1. Password protect the mobile device.
  2. Download signed applications only from trusted sources.
  3. For mobile devices using the Android™ operating system, do not enable "install from unknown sources" feature.
  4. Never store usernames and passwords on the device.
  5. Keep the mobile device with you or secure the device when not in use.
  6. Frequently delete text messages received from the credit union.
  7. Notify the credit union and carrier immediately if the mobile device is lost or stolen so that it can be deactivated.
  8. Do not modify the mobile device as it may disable important security features.
  9. Install antivirus software.
  10. Check your credit union account frequently and notify the credit union of any unauthorized transactions.
  11. Do not respond to text messages requesting personal information, such as Social Security numbers, credit/debit/ATM card numbers, and account numbers.
  12. Adopt safe practices as you would using your personal computers, including not opening attachments or clicking on links contained in email received from unfamiliar sources.

#### **FEES**

- We do not charge for direct deposits to any type of account.
- Except as indicated elsewhere, we do not charge for these electronic fund transfers.

#### **Disclosure Of Your Account Information**

Consistent with our Privacy Statement, CFCU will protect your account information and other confidential information provided through Online

Banking. You agree that CFCU may disclose all or any portion of this information to its own employees, contractors, agents, affiliates, third party service providers, independent auditors, regulators, consultants or attorneys as needed (a determination within the sole discretion of CFCU) to provide, administer and monitor Online Banking and to carry out Century Federal Credit Union's responsibilities under this Agreement and all applicable law.

#### **Changes To This Agreement**

CFCU reserves the right to change the terms of this Agreement at any time. If any changes are made, the revised Agreement will be updated and posted on this Web site. Generally, a change in terms will become effective 30 days after the date notice is posted on the Web site. Your continued use of Online Banking after the effective date will be your agreement to be bound by this Agreement, as amended by the new terms. If CFCU determines, in its sole discretion, that any change is needed immediately, CFCU will post notice that such change becomes effective immediately. You are always free to reject any change in the terms of this Agreement by closing the Online Banking access to your account.

#### **Termination Of This Agreement**

CFCU reserves the right to terminate your access under this Agreement or the Online Banking program at any time and without prior notice. In the event Century Federal Credit Union decides to terminate this Agreement, CFCU will make a reasonable attempt to notify you provided that circumstances allow for notification and the time required.

You may terminate this Agreement's applicability to your account(s) at any time, and without any fee or penalty, by closing your account's Online Banking access through this Web site and terminating your use of Online Banking. You must do this by following the procedure set out on this Web site.

#### **Dispute Resolution**

If you have a dispute or concern regarding Online Banking or any of its services, including all transactions made by or through Online Banking, you should contact your local branch or call Century Federal Credit Union locally at 216-535-3200, or toll-free at (800) 615-2328. You may request escalation of your issue within the credit union. We will do our best to resolve the issue directly with you.