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# 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.

## **ONLINE BANKING ACCOUNT CONSOLIDATION**

### **TERMS AND CONDITIONS**

By setting up linked account access (individual-to-individual or individual-to-business/association) you have the ability to login and view, transfer funds, review statements, view checks that have cleared and other transaction history or perform other activities within Online Banking ("OLB"). To link accounts, you must be an owner or authorized signer on all accounts requested. You understand and agree that Billers and Scheduled payments set up on the linked account will no longer be accessible and you will need to set up bill payments for that linked account after the linking has been completed. Any pending payments will be deactivated and will not process. Account linking access will be set up within five (5) business days following the receipt of this authorization. The credit union will contact you by phone, email, or secure message within OLB should more information be needed. Please refer to Century Federal's Membership & Account Agreement and attached Disclosures for additional Terms and Conditions governing online banking services and activities. All Century Federal accounts, whether Individual and Business/Association, are subject to all rules and regulations as outlined in the Membership & Account Agreement disclosures.

By requesting linked access, you authorize Century Federal Credit Union to initiate online banking services in conjunction with the above individual and/or business account number(s). You also state that you: 1. read, understand and accept the disclosures regarding your use of the system and agree to comply with all requirements stated therein, 2. agree to use reasonable care in protecting your account information including the use of your security code(s), 3. understand that failure to comply with regulations outlined in the mentioned disclosures as well as any use of their system other than its intended purpose will be grounds for termination of this service and could result in additional prosecution and penalties allowed by law.

# Century Federal Credit Union Remote and Electronic Deposit Services Disclosure & Agreement

In this Agreement, the words “you” or “your” mean a user of any of the Remote and/or Electronic Deposit Services (the “Service” or “Services”) described in this Remote and Electronic Deposit Services Agreement (the “Agreement”). The words “credit union” or “Century Federal” mean Century Federal Credit Union. The Century Federal Membership and Account Agreement, including the Electronic Funds Transfer Policy and the Funds Availability Policy, are hereby incorporated into and made a part of this Agreement. In the event of a discrepancy between this Agreement and the Century Federal Membership and Account Agreement, the Century Federal Membership and Account Agreement will control.

## Terms and Conditions for Use of Services

You understand that by accepting this Agreement, you authorize Century Federal to deposit the items submitted to Century Federal using the Services into your Century Federal accounts, including share savings accounts, or share draft checking accounts (“Account” or “Accounts”). You agree that your use of the Services constitutes your acceptance of the Terms and Conditions of this Agreement, and that Century Federal may change the Terms and Conditions of this Agreement by notifying you of such change in writing, and that your use of any of the Services after such notification shall constitute acceptance of the change.

You agree that Century Federal, at its sole discretion, has the right to limit, suspend, terminate or revoke your use of the Services for any reason, including without limitation: a) suspected or actual fraud; b) for any action deemed by Century Federal to be an abuse of the Services; c) the deposit of returned or “bad” checks; d) failure to provide documentation, including original copies of checks, to Century Federal within the required timeline; e) failure to comply with any provision of this Agreement or the Century Federal Membership and Account Agreement.

You agree to use the Services only for their lawful intended purposes, and in compliance with all applicable laws and regulations. You shall only use the Services to deposit legitimate negotiable instruments to which you are a holder in due course. You agree to hold Century Federal harmless from any damages, liabilities, costs, expenses, attorneys’ fees, or other costs resulting in your unlawful use of the Services, or arising

from any act that is a violation of this Agreement. This indemnity will survive the termination of your Account, use of the Services, or this Agreement. You further agree that Century Federal is not responsible for any direct, indirect, punitive, consequential, or any other damages, special or otherwise, that result from an act that is in violation of this Agreement.

You agree that the use of the Services require you to provide, at your own expense, all necessary computer equipment and software, scanning equipment and software, mobile devices or equipment, and internet or cellular connectivity required to use the Services or Century Federal’s Online Banking. You agree that it is your responsibility to maintain your equipment, software and connectivity, as well for securing your equipment, mobile devices, and internet or cellular connections. You agree that Century Federal shall not be responsible for any loss, injury or damages caused by your use of your computer equipment or software, or by your internet service provider, arising from in any way your installation, use or maintenance of your personal computer equipment, software, mobile devices, or internet connectivity. You further agree that from time to time that Century Federal may make the Services temporarily unavailable due to scheduled maintenance or technical difficulties.

You agree that for the purpose of all deposits made using any of the Services the location of the deposit is North Olmsted, Ohio. You further agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, notwithstanding any conflict-of-laws doctrines of that state or any other jurisdiction to the contrary. The venue for any action brought for the use of the Services, under this Agreement, or under the Membership and Account Agreement, shall be in the courts of the State of Ohio or the Federal courts with jurisdiction over Cuyahoga County, Ohio.

You agree that all items deposited using the Services shall be fully negotiable, accurately and legibly provide all the information on the front and back of the check at the time presented to you by the drawer, and indorsed by you including your signature, restrictive endorsement, account number and the words “For Mobile Deposit Only to Century Federal Credit Union”. The image of the check transmitted to Century Federal must accurately and legibly provide, among other things, the following information: a) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and b) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the

check and any endorsements applied to the back of the check.

You agree that Century Federal, at its sole discretion, reserves the right to accept or reject any item submitted using the Services for deposit into your accounts, and that the acceptance of any item will be provisionally deposited into your account the same day deposited.

You understand that our business days are Monday through Friday, except Saturdays, Sundays, and holidays. If you make a deposit before 3:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 3:00 p.m. or on a day that we are not open, we will consider that the deposit was made on the next business day we are open.

You understand that the availability of your funds is determined by Century Federal's Funds Availability Policy, which can be found in the Membership and Account Agreement, and that funds deposited to your Account may not be immediately available based on Century Federal's policies. You also agree to indemnify Century Federal from any loss the credit union suffers because of its acceptance of the item. Century Federal is not liable for any service or late charges against you because of Century Federal's rejection of any item you deposited using the Services, and you agree to be responsible for any loss or overdraft or other applicable fees charged to your Account, as described in the Century Federal Membership and Account Agreement and the current Fee Schedule, due to an item being returned.

If an item deposited using the Services is returned as unpaid funds, resulting in a negative Account balance, you agree to correct the negative balance within ten (10) calendar days from the date that the Account became negative and/or when the item(s) should have been received, whichever is earlier. If the negative balance is not corrected within the time allowed, you agree that Century Federal may take immediate collection actions against you or your Accounts, including transferring funds from another Century Federal Account of which you are an owner. You further agree that if the negative Account balance is not rectified within (sixty) 60 calendar days from the date the Account became negative, the Account may be closed, charged off as a loss to Century Federal, forwarded to a collection agency for continued collection efforts, and reported to a consumer reporting agency.

By using the Services you agree to that you will not deposit the items listed below, and any

attempt to do so will result in: a) the immediate reversal of the deposit(s) to your account; b) a possible negative Account balance; c) the assessment of any related fees as determined by the Membership and Account Agreement and the Century Federal Fee Schedule; and, d) may result in Century Federal limiting, suspending or revoking your use of the Services. You agree that Century Federal reserves the right to revise this list at any time without notice.

Unacceptable items for deposit using the Services include:

- Cash
- Item(s) deposited through an ATM, night depository, Service Center or at a Shared Branch.
- Check(s) drawn on your Century Federal Account bearing the same account number. Deposits of this nature will result in the immediate revocation of this service.
- Non-negotiable items
- Altered check: Any check that contains evidence of a change, as determined by Century Federal. This can include, but is not limited to, an item that appears to be "washed" or counterfeit.
- Foreign check: Any item that is not issued in U.S. funds (dollars).
- Savings bond(s)
- Incomplete check: An item that does not contain signature(s) of the maker, proper endorsement signature(s), and/or is missing any of the required keyed information.
- Stale dated check: A check with an issue date older than 6 months at the time of deposit. You must get a replacement check from the maker before Century Federal will accept such deposits.
- Postdated check: An item that contains a date in the future.
- Third party check: An item issued by an individual (1st party) made payable to another person (2nd party) and then signed over to a third person (3rd party).
- Check made payable to a custodial and/or account governed by the Uniform Transfers to Minors Act.
- Check made payable to a living trust or to a trustee(s) of a living trust.
- Check to be deposited to an IRA.

### **Restrictive Endorsement of Deposited Items**

All items deposited using the Services must be signed by the Depositor. Beneath the signature, the words "For Mobile Deposit Only to Century Federal Credit Union", must also be included on the back of the deposited item, for extra security as a "restrictive endorsement" of the item. Any deposited item that fails to have the restrictive endorsement language on the back of the item, may be rejected for deposit by the Credit Union.



### **Additional Terms and Conditions**

You may deposit items up to your available Remote Deposit limit into your savings and/or checking account(s) remotely through Remote Deposit. Deposits are made by entering the required information during a Remote Deposit session. A Remote Deposit session occurs when you log into Remote Deposit, enter up to five (5) items for deposit, and post the total deposit amount to your account.

You may complete more than one Remote Deposit session as long as your available Remote Deposit limit is not exceeded in any one session. The total amount posted during each Remote Deposit session will be credited to your savings, supplemental savings, and/or checking account(s) on the same date as your Remote Deposit session and will normally be available within two business days.

You may deposit items up to your available daily limit into your Accounts remotely using your personal mobile or cellular device via Century Federal's Mobility mobile banking application. Use of the application is subject to acceptance of the Century Federal Mobile Deposit Application User & License Agreement (see below). You agree to retain your original check for 15 days after deposit before destroying the item, and to be responsible for the security of that item for that period of time.

# Century Federal Credit Card Alerts, Terms & Conditions

## **The Service**

The Service is offered by Century Federal Credit Union. In response to select transactions made with an eligible Century Federal -issued credit card or debit card that you have registered with the Service (a "Card"), the Service will send certain alerts ("consumer-selected alerts") to the mobile telephone number(s) via SMS text messages and/or email address(es) you have designated. Your mobile telephone numbers, email addresses, and the types of available Service alerts that you wish to receive, are designated by you when you register a Card. You may change those designations by accessing your Century Federal VISA Credit Card online.

## **Consent**

By providing Century Federal with a mobile telephone number, you are expressly consenting to receiving text messaged from Century Federal, its affiliates, and agents at that number. You certify you are authorized to grant Century Federal consent to contact you at the contact number provided. This express consent applies to each telephone number that you provide to Century Federal now or in the future.

## **Fees**

Century Federal does not charge for use of the Service available as of the date you agree to these terms and conditions. In the event Century Federal decides in the future to begin charging a fee for use of the Service, it will provide you with reasonable prior notice. However, your wireless carrier may charge you for messages you receive as a result of using the Service. You should contact your carrier for complete pricing details.

## **Consumer-Selected Alerts**

If you registered to receive consumer-selected alerts to your mobile telephone number(s), actual time between a transaction made with your Card that triggers a Transaction Alert and the time the Transaction Alert is sent to your mobile telephone number is dependent on your wireless service and coverage within the area in which you are located at that time. Consumer-selected alerts may not be available to be sent to your mobile telephone number(s) in all geographic areas.

## **Termination of Participation**

To opt-out of the Service at any time, visit the Century Federal Alerts site and follow the directions provided to discontinue receiving consumer-

selected alerts. You may also opt-out of having consumer-selected alerts sent to your mobile telephone number by texting "STOP" as a reply to any SMS message received as part of the Service. In addition, at any time you may send a text that says **STOP** to 72488. You will receive an opt-out confirmation.

## **Availability/Interruption**

The Service is available when you have your mobile handset within operating range of a carrier with an appropriate signal for data services. The Service is subject to transmission limitations and service interruptions. Century Federal does not guarantee that the Service (or any portion of the Service) will be available at all times or in all areas. You acknowledge and agree that Century Federal is not responsible for performance degradations, interruptions, failures or delays due to conditions due to any hardware, software, or networks associated with bringing you the Service including, but not limited to, your mobile handset. You acknowledge that Century Federal shall not be liable to you if you are unable to be sent consumer-selected alerts to your mobile telephone number(s) as you requested.

## **Content Restrictions**

You agree that you will not use the Service for any unlawful or inappropriate purposes, such as gambling, obscenity, pornography, violence, misappropriation, unauthorized access or interference, viruses or harmful code, harassment, unsolicited or deceptive messages, or any other activity that could diminish or harm the reputation of Century Federal or any of its service providers involved in providing the Service.

## **Third Party Networks**

You understand and agree that alerts content will be transmitted over various third party networks and systems and that Century Federal and its service providers involved in providing the Service will not be responsible for the security of such information or data.

## **Modifications to Service**

Century Federal reserves the right, at any time, with or without cause or prior notice, to temporarily or permanently interrupt, restrict, modify, suspend, or discontinue the Service (or any part of the Service). You agree that the Century Federal shall not be liable to you or to any third party for any interruption, restriction, modification, suspension or discontinuation of the Service.

## **Changes to these Terms and Conditions or the Service**

Century Federal may change or modify these Terms and Conditions, including Service features, from time to time by sending you notice of such change. If you use the Service after the effective date stated in the Notice, you agree to such change and its applicability to you. Any new features or services that augment or enhance the Service in the future will be considered part of the Service and subject to these Terms and Conditions.

WILL TAKE REASONABLE PRECAUTIONS TO PROTECT THE SERVICE AND AVOID DELETION, CORRUPTION OR UNAUTHORIZED MODIFICATION OR ACCESS OF OR TO THE SERVICE, AND TO PROVIDE THE SERVICE ERROR-FREE OR UNINTERRUPTED, NO REPRESENTATION OR WARRANTY OF FITNESS OR MERCHANTABILITY SHALL BE CONSTRUED UNDER THESE TERMS AND CONDITIONS.

**Alerts Do Not Amend Existing Terms and Conditions for Cards**

THE CONSUMER-SELECTED ALERTS THAT ARE SENT TO YOU THROUGH THIS SERVICE DO NOT AMEND, SUPPLEMENT, CHANGE OR REPLACE THESE TERMS AND CONDITIONS, YOUR CARDHOLDER AGREEMENT, OR ANY OTHER NOTICE OR INFORMATION THAT YOU MAY RECEIVE IN CONNECTION WITH YOUR CARD ACCOUNT, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION PROVIDED TO YOU ON YOUR PERIODIC STATEMENT.

**No Warranties**

CENTURY FEDERAL DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICE. THE SERVICE AND ANY HARDWARE, SOFTWARE, OR OTHER EQUIPMENT USED TO MAKE AVAILABLE SUCH SERVICE IS PROVIDED ON AN "AS IS," "WHERE IS" AND "AS AVAILABLE" BASIS. THE CENTURY FEDERAL DOES NOT GUARANTEE THE DELIVERY OF CONSUMER-SELECTED ALERTS AND ARE NOT RESPONSIBLE FOR ANY ACTIONS TAKEN OR NOT TAKEN BY YOU OR ANY THIRD PARTY AS A RESULT OF AN ALERT.

**Limitation of Liability**

IN NO EVENT SHALL CENTURY FEDERAL, ITS RESPECTIVE AFFILIATES, SUBSIDIARIES, AND ITS SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR BREACH OF CONTRACT, TORT, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE FOR ANY BREACH OF THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS, REPUTATION OR GOODWILL, OR LOSS OF USE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OF ANY CLAIM BY ANY THIRD PARTY. IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALTHOUGH CENTURY FEDERAL CREDIT UNION

## Century Federal E-Statement Services Disclosure & Agreement

This Agreement describes your rights and obligations as a user of the e-Statement Service ("Service"). It also describes the rights and obligations of Century Federal Credit Union. Please read this Agreement carefully. By pressing the "I Accept" button on CFCU's Online Banking system, you elect and authorize us, at our discretion, to electronically deliver your account statement(s), which we are required to provide to you under applicable Federal and State statutes and their implementing regulations.

**When you click the "I Accept" button, you confirm that you have read these terms and conditions, that you understand them and that you are in compliance with them. YOU WILL NO LONGER RECEIVE A PAPER STATEMENT IN THE MAIL.**

Other Federal and State statutes may be enacted or amended in the future to provide for electronic delivery of account statements. Your acceptance below also authorizes us, at our discretion, to provide electronic delivery of such statements pursuant to these statutes after they become effective. If there is more than one owner that is a party to the account, notice to any one account owner will be effective for all.

You further agree to comply with the supplemental terms and conditions set forth in this agreement, which are set forth below.

### Definitions

The following definitions apply in this Agreement. "E-Statement" is the Internet-based service in which Century Federal Credit Union delivers periodic encrypted account statements to a secure web site. "E-mail" messages are sent to the e-mail address you specify as a convenience when statements are posted for your retrieval. "Password" is the code you create when enrolling for use in opening and decrypting your electronic statement. "We" "us", "Century Federal Credit Union", or "CFCU" refers to Century Federal Credit Union, which offers the Service, and which holds the accounts for which statements are being provided through the Service.

### Access to Services

You will gain access to your e-Statement through the use of your Internet-enabled device, your Internet Service Provider, your electronic mail Provider, and your Password.

### Security Measures

We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronically delivered account statement(s). Our security consists of SSL encryption of the data contained in the electronic

statement to protect it while in transit over the Internet.

You understand that these industry standards are dynamic and constantly developing. By accepting this agreement, you acknowledge and understand that there are risks to electronic delivery of account statement(s), including, but not limited to, delay or failure of delivery due to technical difficulties, weather conditions, matters beyond our reasonable control, or interruption and/or alteration of such account statement(s) by third parties in spite of CFCU's commercially reasonable security measures.

By accepting this agreement, you represent that you have considered our security measures, and find that our security measures are commercially reasonable. In reaching this conclusion, you have considered the historical and potential future content of your statement(s), the risks associated with electronic delivery of account statement(s), and our security procedures. If you conclude that our security procedures cease to be commercially reasonable in the future, you must terminate this agreement immediately in accordance with the procedure outlined below.

### Required Computer Specifications

To receive and access electronic statements, your computer will need an internet web browser application such as Chrome, Firefox, Internet Explorer or Safari. Having a program that can read and store Adobe PDF documents, such as Adobe Reader (which can be obtained for free from the Adobe websites), is also recommended. More information can be obtained at <http://www.cenfedcu.org/member-resources/additionalresources/online-and-mobile-banking-system-help>.

### E-mail Address

We will send you notification of online availability to view your periodic account statement(s) by signing into Online Banking. Notification will be sent to you via e-mail to the last known e-mail address provided by you. It is your responsibility to provide us with current, accurate, and complete contact information. You may update your email address and other contact information online within our online banking system, or you may call us toll-free at 1-800-615-2328.

### Use of your Security Password

You agree not to allow anyone to gain access to the Service or to let anyone know your Password used with the Service. You further agree that CFCU has no control as to the persons who have access to your personal computer and your Password. CFCU will not be liable for any unauthorized access to your personal computer using your Password. You agree that it is your responsibility to initiate and maintain the highest level of password security procedures to prevent any unauthorized access to your personal computer or unauthorized use of your Password.

**Notice of Unauthorized Access**

If you believe your electronic statement has been lost or stolen, or that someone has obtained access to your electronic statement without your permission, immediately call any Century Federal Credit Union location between 9:00 a.m. and 4:00 p.m. (Eastern Standard Time), and ask for the Member Services Department.

**Changing Your Security Password / E-mail Address**

You may update your email address or other contact information online within our online banking system, or you may call us toll-free at 1-800-615-2328. If you would like to have your password reset, contact a Member Service Center Representative at 1-800-615-2328 or visit any CFCU branch.

**Prompt Statement Review**

You must promptly review your electronic statement and any accompanying items. If you discover any errors, unauthorized signatures or alterations, you must promptly notify us of the relevant facts by writing us at the address listed below. You may also telephone us at 1-800-615-2328, but doing so will not preserve your rights.

Century Federal Credit Union  
Attention: Member Services Department  
4600 Rockside Road  
Independence, Ohio 44131

Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the day it is sent to you by e-mail, regardless of when you receive and/or open the e-Statement. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Limit of Century Federal Credit Union and Other Provider's Responsibility**

Century Federal Credit Union agrees to make reasonable efforts to ensure full performance of

the e-Statement Service. We shall have no liability for failure to perform any e-Statement Service, or for any disruption or delay in performing e-Statement Service, in the event such failure, disruption, or delay is due to circumstances beyond our reasonable control, including, but not limited to, failure or disruption of electrical power, computer equipment, telecommunication systems, your Internet Service Provider, or weather conditions. We shall have no liability for any consequential, special, punitive damages or indirect loss under any circumstances. Century Federal Credit Union is not responsible for any computer virus or related problems, which may be attributable to the Service.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for receiving e-Statements. Century Federal Credit Union will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

We make no warranties of any kind with respect to the software program used to access your electronic statement, and we do not warrant that the software program or the e-Statement Service will meet your specific requirements. We make no warranties of any kind, whether expressed or implied, with respect to the use and adequacy of the software program or the e-Statement Service we provide under this agreement. We disclaim any and all implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

Under no circumstances will Century Federal Credit Union be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the Services, you agree to waive any and all rights to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

**Other agreements**

In addition to this Agreement, you and Century Federal Credit Union agree to be bound by and comply with the requirements of the agreements applicable to each of the accounts for which you elect to receive electronic statements. Your use of the e-Statement Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at Century Federal Credit Union.

**Modifications to this Agreement**

Century Federal Credit Union may modify the terms and conditions applicable to the Service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and the revised

terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will have been deemed to receive it three (3) days after it is sent. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

**Inactivity / Termination**

You can cancel the e-Statement Service within our online banking system. Or you may call us toll-free at 1-800-615-2328 between 9:00 a.m. and 5:00 p.m. (Eastern Standard Time), and ask for the Member Service Center Department. Cancelling your e-Statement Service does not withdraw your consent to receive electronic notices, agreements, disclosures, documents and communications, if you have given prior consent to receive them through electronic means.

**Governing Law**

This Agreement is governed by the laws of the State of Ohio and applicable Federal law.

**Fee Schedule**

Century Federal Credit Union offers the benefits and convenience of the e-Statement Service to you free of charge.

## Bill Pay Disclosure Statement and Agreement

This agreement states the terms and conditions that apply when you use our bill pay service through online, software, or other methods that we may provide. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must follow all of our instructions and procedures applicable to the services covered by this agreement.

### Explanation of Certain Terms

- "We", "us" and "our" means Century Federal Credit Union, Cleveland, Ohio.
- "You" and "your" mean an individual person or business entity that we permit to use our bill pay service subject to the terms of this agreement.
- "Company representative" means, if you are a business entity, anyone we reasonably believe, in accordance with our security procedures, to be authorized to act on your behalf in connection with our bill pay service.
- "Bill pay" means our service that allows you to make payments and obtain information in accordance with this agreement.
- "Online" means through the Internet by use of a personal computer or other screen-based electronic device.
- "Telephone" means through audio telephone connection.
- "Account" means a deposit account for which transactions may be performed using our bill pay service.
- "Individual member account" means an account established primarily for personal, family, or household use.
- "Business account" means an account that is not a individual member account.
- "Payee" means any person or entity that we agree to establish as a payee for you.
- "Access codes" include the customer identification number, password and any other means of access to our bill pay service we establish or provide for you.
- "Send On" date is the date that you'd like Century Federal Credit Union to send your payment. The funds for the payment will be deducted from your account on the Send On date you enter.
- "Deliver By" date is the date we anticipate your payment will be delivered to the payee that you have designated. When you attempt to choose a Send On date you will be informed of the earliest available Deliver By date taking payment method (electronic or mailed check) and weekend/federal holidays into consideration.

### Protecting Your Personal Information

In addition to protecting your access codes, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, or tax identification number. This information by itself together with account information may allow

unauthorized access to your accounts. You should treat personal information with the same level of care that you would for your account information. You should also protect and secure all information and data stored in any personal computer or other equipment you use to access our bill pay service.

### Individual Agreement for Bill Pay Service

We do not have joint agreements for our bill pay service. If you are an individual or sole proprietor, you are the only member under this agreement. However, any of your bill pay funding accounts may be jointly owned with others. If joint account holders each obtain our bill pay service—meaning that each of you will have separate access codes—this will be identified as two separate bill pay services.

### Bill Pay Funding Accounts

A bill pay funding account is a qualifying checking account with us from which you may make payments using our bill pay service. You must be a named owner of the account in our records for it to qualify. All of the qualifying accounts in your profile with us will be available as bill pay funding accounts. If there is more than one qualifying account, we will ask you to designate the default account that will automatically be used absent your choice of a different account.

### Designating Payees

You must designate the persons or entities that you want to pay through our bill pay service. This can include us for payments to us. It can also include you if you want to make payments to accounts in your name with us or other financial institutions. However, payments to individuals or entities outside the United States of America are not permitted except for, payments to individuals or entities in Puerto Rico or the U.S. Virgin Islands; payments to individuals or business entities in a foreign currency are not permitted; and tax payments or court ordered payments are not permitted. Finally, we have the right to refuse to allow you to designate any other particular payee or class of payees.

You will have to give us any account numbers or other identifying information that we or a payee need so that your payments can be properly credited. If any account number or identifying information changes, or if you want to add or delete payees or other accounts with us, you must provide us with such changes.

### Bill Pay Transactions

You, or someone you have authorized by giving them your access codes (even if that person exceeds your authority), can instruct us to perform the following transactions:

- Make individual payments or reauthorized recurring payments from a bill pay funding account to payees you have designated in accordance with this agreement.
- Obtain information that we make available about qualifying accounts.
- Obtain other services or perform other transactions that we authorize or allow.

We may introduce or offer new or additional services from time to time in connection with our bill pay service. By using these new services after they become available, you agree to be bound by all the terms and conditions that apply to those services.

#### Preauthorized Recurring Payments

You authorize us to establish preauthorized recurring payments in accordance with the requests you make for us to do so. We will only allow preauthorized recurring payments that do not vary in amount.

#### Communications Link and Your Equipment

It is your responsibility to obtain and maintain your communications link, whether by online or software, to our bill pay service to ensure that your use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities. You are responsible for obtaining, installing, maintaining and operating all hardware, software and Internet access services necessary for obtaining our bill pay service.

If we give you any software to use in connection with our bill pay services, we do so on an "as is" basis from the vendor who provides it to us.

We make no warranties, express or implied, in connection with such software, including without limitation, the warranties of merchantability and fitness for a particular purpose.

#### Limits On Bill Pay Transactions

You must have enough available money or credit in any account from which you instruct us to make a payment. All payments must be in U.S. Dollars. For security reasons, we may implement limits on the number or amount of transactions you can make using our bill pay service. We also reserve the right to limit or suspend access to our bill pay service as we deem necessary for security reasons. We may also limit access from countries other than the United States of America.

If any qualifying accounts are money market deposit accounts or share savings deposit accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 in any specified period. The specified period for money market deposit accounts with us is the monthly statement period. The specified period for savings deposit accounts with us is a calendar month. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfers and payments or telephone agreement, order or instruction.

#### When Bill Pay Payments Are Made and Payment Method

Payments are not final at the time we receive your instructions, but we will begin to process them promptly. We will send payments either electronically or by mailed check. Payment method (electronic or mailed check) usually depends on the payee's determined method of receiving payments. We indicate within Bill Pay if we will send the payment electronically or by

mailed check. Also, we may change the method by which we will send a payment to a payee (i.e., we may initially send a payment by mailed check and subsequently send a payment to the same payee electronically and vice versa). Unless required by law, we will not provide you notice of such change.

If we send the payment by mailed check, you should allow at least 5 business days for payees to receive your payments. This means that you should choose a Send On date, that is at least 5 business days before the date the payment is actually due, not the late date and/or grace period date. If we send the payment electronically, you should allow at least 2 business days for payees to receive your payments. This means that you should choose a Send On date, that is at least 2 business days before the date the payment is actually due, not the late date and/or grace period date.

Regardless of payment methods, once you choose a Send On date, you will be informed of the earliest available Deliver By date. Please remember while we anticipate that most payments will be delivered by the Delivery By date, there may be circumstances beyond our control that may result in some transactions taking longer to be credited by your payee to your payee account. For example, mailed checks could be lost or delayed by the U.S. Postal Service. We also can't predict the exact date that a payment will be posted by the receiving payee as payees may not immediately record a payment when it receives a payment from us.

We may permit you to create a memo line for payments, and the character limit for the memo line will be listed within Bill Pay, which we may change from time to time without giving you notice of such change. If we send the payment electronically or by some other means, we may store the memo line in Bill Pay for you, but we will not send the memo line to the payee. If we send the payment by mail, we may send the memo line to the payee. You agree not to use any obscene, lewd, or harassing language in any memo line. Each payment will be posted to the bill pay funding account from which it is made, and to any other account with us that is involved in the transaction, on the date you have specified. Each payment you make on a non-business day, or after our bill pay cut-off time on any business day, will be considered made on the following business day. We will notify you of the Bill Pay cut-off time in any manner we choose, but usually the cut-off time is posted on our website.

To the extent the automated clearing house ("ACH") network is used to facilitate your bill pay payments (typically, bill pay payments sent electronically), you agree to be bound by the National Automated Clearing House Rules.

Further, you agree no bill pay payment will violate or violates any U.S. law.

#### Our Liability for Failure to Complete Payments From Member Accounts



If we do not complete a payment from a member account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough available money in the account from which a payment is to be made, or if the account has been closed or is not in good standing, or if we reverse a payment because of insufficient funds.
- If any payment would go over the credit limit of any overdraft or other credit account.
- If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.
- If you have not given us complete, correct or current account numbers or other identifying information so that we or a payee can properly credit your account or otherwise complete the transaction.
- If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.
- If you receive notice from a payee that any payment you have made remains unpaid or has not been completed, and you fail to notify us promptly of that fact.
- If the payee was a person or entity that you are not permitted to designate as a merchant (see the Designating Payees section above).
- If you do not instruct us soon enough for your payment to be received and credited by the time it is due.
- If a payee (other than us) does not process your payment promptly or correctly.
- If the money in the account from which a payment is to be made is subject to legal process or other claim restricting the transaction.
- If circumstances or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken. For example, delays or losses of check payments by the U.S. Postal Service, delay by the payee in posting the payment once received, etc.
- If we do not process a payment or place a stop payment on it because the payee is a match or a potential match (as we determine) to the SDN list or any other list compiled by the U.S. Treasury's OFAC.

#### Business Days

Our bill pay service is generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Holidays are not business days.

#### Stopping or Changing Payments

If you want to stop or change payments you have instructed us to make, you must notify us before we have started processing the transaction.

This applies to both individual payments as well as preauthorized recurring payments. The normal

way to do this is for you to access the appropriate function in our bill pay service no later than 3:59 pm ET on the day the payment is scheduled to be made, and either delete it or make the change. You may also call us at 1-800-615-2328, or write to us at Century Federal Credit Union-Operations Department, P.O. Box , North Olmstead, Ohio 44070, or by using any electronic stop payment method which we provide for this purpose. If you call or write, you must do this in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing on paper and get it to us within 14 days after you call.

If you order us to stop a preauthorized recurring payment from a consumer account as described above, and we do not do so, we will be liable for your losses or damages.

All payees may be compared against the Office of Foreign Asset Control's ("OFAC") Specially Designated National ("SDN") list or any other list compiled by the U.S. Treasury's OFAC. If any payment is made to a payee who is a match or a potential match (as determined by us) to the SDN list or any other list compiled by the U.S. Treasury's OFAC, we may place a stop payment on any of those payments sent by mail.

#### Statements

Your bill pay payments will be indicated on the monthly statements we provide or make accessible to you for the accounts with us that are involved in the transaction. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement or in any statement information.

#### Notice of Incomplete Transactions

You agree to notify us promptly if you receive notice from a payee or other institution that a payment you made through our bill pay service has not been completed or remains unpaid.

#### Disclosure of Information to Others

We may disclose information about you or your accounts with us as follows:

- To consumer reporting agencies.
- In connection with audits
- For fraud, security or risk control.
- To help complete a transaction you initiate, including information requested to verify the existence or condition of an account.
- To resolve disputes or inquiries you may have about your accounts.
- With your consent or at your direction, which may be oral, in writing, by telephone, electronic or other means we recognize.
- When disclosure is required by law, such as pursuant to court order, subpoena, legal process or government agency examination or investigation, or to protect or enforce our rights.
- To companies that perform services for us in connection with your accounts, such as data

processing and software companies and collection agencies.

•As otherwise necessary to service your account, or as permitted or required by law.

See our separate "Century Federal Credit Union Privacy Notice" for more information about how we use customer information and your choices.

#### Your Liability for Authorized Transactions

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you have given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. We may have to change your access codes or take additional steps to prevent further access by such person.

#### Notify us IMMEDIATELY for Unauthorized Transactions

Tell us AT ONCE if you believe your access codes have been lost, stolen or otherwise compromised or used without your authorization. Quickly telephoning us is the best way of reducing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit).

You may call us at 1-800-615-2328, or write to us at Century Federal Credit Union-Operations Department, 28251 Lorain Road, North Olmsted, Ohio 44070. If we provide you with another electronic means of notifying us for this specific purpose, you may use that means. However, DO NOT use a general e-mail service or other electronic means that we have not specifically authorized for this purpose.

#### Your Liability for Unauthorized Transactions From Member Accounts

This section applies only to transactions from consumer accounts.

If you tell us within 2 business days after you learn of the loss or theft of your access codes involving a member account, you can lose no more than \$50.00 if someone used them without your authority.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your access codes, and we can prove that we could have stopped someone from using them without your authority if you had told us, you could lose as much as \$500.00.

Also, if your statement for a consumer account shows payments covered by this agreement that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days 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 long trip or hospital stay) kept you from telling us, we will extend the time periods.

#### Payments Involving Insufficient Funds

If you instruct us to make a payment and you do not have a sufficient balance in the bill pay

funding account from which you are making the payment (including available credit under any overdraft line), we may refuse to complete the transaction. We may do this even if there are sufficient funds in other bill pay funding accounts other than the one you were using to make the payment. If we complete a payment that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the payment is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any payments you make or authorize.

If we do not make a payment, or if we reverse a payment, because of insufficient funds, we are not required to make any further attempt to process the payment or to notify you that the payment has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the deposit account from which you made, or attempted to make, the payment.

#### In Case of Errors or Questions About Transactions Involving Consumer Accounts

This section applies only to transactions covered by this agreement and that involve consumer accounts.

Call us at 1-800-615-2328, or write us at Century Federal Credit Union-Operations Department, 28251 Lorain Road, North Olmsted, Ohio 44070, as soon as you can, if you think your statement is wrong or if you need more information about a payment covered by this agreement which is listed on the statement.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

•Tell us your name and account number (if any).  
•Describe the error or payment you are unsure about, and explain as clearly as you can why you believe it is an error and why you need more information.

•Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing so that we receive it within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we are not required to provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to

20 business days to provisionally credit your account for the amount you think is in error. When the investigation is completed, we will make any necessary or appropriate adjustments to your account. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### Changing Terms and Terminating This Agreement

This agreement will stay in effect until it is changed or terminated.

We have the right to terminate this agreement at any time. We will ordinarily send you notice of any termination, but we are not required to do so unless applicable law requires such notice. Once we terminate this agreement, no further or pending payments will be made, including but not limited to any payments scheduled in advance or any preauthorized recurring payments. We may routinely terminate bill pay service for members that have not used the service within the first 90 days after activation or if the service has been inactive for a year.

We also have the right to make changes in this agreement at any time. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice.

You may terminate this agreement at any time by notifying us in writing. Any instructions from you to make payments will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending payments will be made, including but not limited to any payments scheduled in advance or any preauthorized recurring payments.

You are not permitted to alter or amend this agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

#### Waivers

No delay or omission by us in exercising any rights or remedies under this agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in a writing enforceable against us.

#### Notices and Communications

Except as otherwise provided in this agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available

to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them.

You agree to notify us promptly of any change in your mailing address, e-mail address or telephone number.

#### Recording

You agree that we may tape record any telephone conversations you have with us regarding the services covered by this agreement. However, we are not obligated to do so and may choose not to in our sole discretion.

#### Attorney Fees

If we become involved in legal action to defend or enforce this agreement, you agree to pay our reasonable attorney fees and court costs, to the extent not prohibited by law.

#### Assignment

We may assign our rights and/or delegate our duties under this agreement to a company affiliated with us or to any other party.

#### Law That Applies

Regardless of where you live or work or where you access our bill pay service, this agreement is subject to the internal law of the State of Ohio and the federal law of the United States of America. If any of the terms of this agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

THE FOLLOWING SPECIAL PROVISIONS APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS:

#### Company Representative If You Are a Business Entity

If you are a corporation, partnership, limited liability company, association or some other form of business entity, we will issue one set of access codes to a company representative. It is your responsibility to ensure that access codes are provided only to persons you authorize. You represent to us that each company representative and anyone else using your access codes has general authority from your company to give us instructions to perform transactions using our bill pay service.

Each person using your access codes will have the ability to:

- Make payments from all bill pay funding accounts, regardless of the dollar amount of the transaction.
- Make payments regardless of whether he/she is otherwise an authorized signer on any bill pay funding accounts that are accessed.
- Obtain information that we make available about qualifying accounts.
- Obtain other services or perform other transactions that we authorize or allow.
- Allow anyone else to use those access codes to make payments or obtain information or other services.

#### Your Liability for Transactions From Business Accounts

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you or a company representative have given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. We may have to change your access codes or take additional steps to prevent further access by such person.

Our system supporting our bill pay service is designed so that it may be operated only upon entry of valid access codes. Since we condition access upon entry of valid access codes, we will accept

instructions for payments or other transactions from any person using valid access codes. This is so even if the person obtaining access:

- Is not a company representative.
- Exceeds your authority or that granted by any company representative.
- Does not have your authority.
- Has had his/her authority changed or revoked.
- Is an imposter or thief.

You agree to be bound by all transactions from any business account for which valid access codes were used. You authorize us to treat any instructions we receive using valid access codes as if the instructions had been made in writing and signed by the appropriate company representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our bill pay service.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down. (See the Notify us IMMEDIATELY for Unauthorized Transactions section above.)

You agree to promptly examine all account statements and any confirmations of payments which we or other banks may send or make available to you, and to promptly notify us of any discrepancy or error within 30 days of receipt of any such statement or confirmation.

Call us at 1-800-615-2328, or write us at Century Federal Credit Union-Operations Department, 28251 Lorain Road, North Olmsted, Ohio 44070 as soon as you can, if you think your statement is wrong or if you need more information about a payment covered by this agreement which is listed on the statement.

#### Limitations on Our Liability in Connection with Business Accounts

We will make every reasonable effort to provide full performance of our bill pay system, and on a timely basis to resolve disputes that may arise.

We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or

capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable to you for any loss, damage or injury caused by our bill pay system. Neither will we be liable for any consequential, incidental, special, indirect or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### Security Procedures

By entering into this agreement and using our bill pay service to perform transactions from business accounts, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this agreement. This includes, but is not limited to, protection of access codes and other personal and business information. Our security procedures are contained in this agreement and in other written procedures we may provide to you.

You acknowledge receiving a copy in writing of our current security procedures in this agreement and other documents we may provide to you. You agree that our current security procedures are commercially reasonable in the context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no access codes are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedure, which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

#### Indemnification

If you are a business entity or an individual performing transactions from a business account, you agree to indemnify us and hold us harmless from and against any and all claims, demands, expenses (including but not limited to reasonable attorney fees and costs), losses or damages claimed by any third parties (including but not

limited to any company representatives or other persons authorized to perform transactions) arising out of (i) any transactions or attempted transactions covered by this agreement from a business account or (ii) your breach of this agreement.

**END OF SPECIAL PROVISIONS THAT APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS**

**Signatures**

You agree to all of the provisions of this agreement (to the extent applicable as provided in this agreement) by any and all of the following means:

- Using our bill pay service to perform any transactions.
- Physically signing this agreement.
- Causing your company representative to physically sign this agreement, if you are a business entity.
- Completing a separate electronic consent form to receive disclosures and enter into this agreement electronically.

Your electronic consent or use of our bill pay service has the same effect as if you had signed this agreement with your physical signature or that of your authorized company representative. Your physical signature, electronic consent, or use of our bill pay service is also your acknowledgment that you have received a copy of this agreement in paper form, or if you have provided a separate electronic consent, in electronic form. If you are offered or provided an electronic copy of this agreement but would like to have a paper copy, please contact us 1-800-615-2328, or write us at Century Federal Credit Union, Operations Department, 28251 Lorain Road, North Olmsted, Ohio 44070 and we will forward a hard copy to you.

# Century Federal Website - Terms of Use Notice

Century Federal Credit Union, its affiliates and subsidiaries, are providing this website (the "Website") to you subject to the following terms ("Terms"). These Terms should be read carefully as they exclude or limit Century Federal's liability and set forth the terms and conditions which apply to your use of the Website. By using the Website, you agree to be bound by the Terms below. If, at any time, the provisions of these Terms are not acceptable to you or if you do not agree to be bound by these Terms, please discontinue your use of the Website.

## 1. Use of Information and Materials

The information and material contained within this Website, and the terms, conditions and descriptions that appear are subject to change. Unauthorized use of this Website or unauthorized entry into Century Federal's systems, misuse of passwords or misuse of any information contained within the Website is strictly prohibited. The availability of products and services described on this Website, as well as associated fees, charges, interest rates, and balance requirements may differ among geographic locations. Your eligibility for products or services described in the Website is subject to Century Federal's approval, in its sole discretion. Investment services are not credit union deposits and are not insured by the NCUA or any other third party, and are subject to investment risks, including the loss of the principal amount invested. You are hereby authorized to view the information contained in the Website and print pages in the Website for informational, non-commercial purposes only.

## 2. Copyright © Century Federal Credit Union 2020

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## 3. Submissions

All information submitted to Century Federal via this Website shall be deemed and remain the

property of Century Federal, and Century Federal shall be free to use, for any purpose, any idea, concepts, know-how or techniques contained in information you provide Century Federal through this Website. Century Federal shall not be subject to any obligations of confidentiality regarding submitted information except as specifically agreed or required by law. Nothing contained herein shall be construed as limiting or reducing Century Federal's responsibilities and obligations to members in accordance with Century Federal's Privacy Notice.

## 4. Third Party Links

Century Federal has provided hypertexts links and pointers to websites maintained by third parties that are not part of the Website for you to access in your sole discretion and may from time to time provide third party materials on the Website ("Third Party Websites"). Neither Century Federal nor its suppliers operates or controls in any respect any information, products, or services on these Third Party Websites, and Century Federal makes no representations and you expressly agree that Century Federal is not responsible for any losses or damages in connection with the information, security, privacy practices, availability, content or accuracy of materials of such Third Party Websites. The provision of hypertext links to these Third Party Websites is not a guarantee or endorsement of the products, services, information, or recommendations of such Third Party Websites, and Century Federal is not liable for any reliance upon or the failure of any products or services advertised on these or any other Third Party Websites. Also, you should be advised that Third Party Websites might have a privacy policy different from that of Century Federal and Third Party Websites may provide less security than this Website.

## 5. Disclaimer of Warranties

Access to and use of the Website is at your own risk and Century Federal or its suppliers do not warrant that the use of this Website or any material downloaded from it will not cause damage to any property, or otherwise minimize or eliminate the inherent risks of the Internet including but not limited to loss of data, computer virus infection, spyware, malicious software, trojans and worms. Also, Century Federal accepts no liability in respect of losses or damages arising out of changes made to the content of the Website by unauthorized third parties.

THE INFORMATION CONTAINED IN THIS WEBSITE, INCLUDING TEXTS, GRAPHICS, LINKS, OR OTHER ITEMS ARE PROVIDED "AS IS." NEITHER CENTURY FEDERAL NOR ITS SUPPLIERS WARRANT THE AVAILABILITY, ACCURACY, ADEQUACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ACCESSED ON OR THROUGH THE

WEBSITE AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE INFORMATION OR MATERIALS ACCESSED ON OR THROUGH THE WEBSITE. NO WARRANTY OF ANY KIND, WHETHER IMPLIED OR EXPRESS, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS IS GIVEN IN CONJUNCTION WITH THE INFORMATION, MATERIALS, PRODUCTS, OR SERVICES.

**6. Limitation of Liability**

IN NO EVENT SHALL CENTURY FEDERAL OR ITS THIRD PARTY SUPPLIERS BE LIABLE FOR ANY DAMAGES, LOSSES OR LIABILITIES INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, LOSSES OR EXPENSES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS WEBSITE OR RELIANCE ON OR USE OR INABILITY TO USE THE INFORMATION, MATERIALS, PRODUCTS OR SERVICES ON THIS WEBSITE, OR IN CONNECTION WITH ANY FAILURE OF AVAILABILITY, PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF CENTURY FEDERAL OR ITS THIRD PARTY PROVIDERS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. THE FOREGOING LIMITATION MAY NOT APPLY TO THE EXTENT SUCH LIMITATION IS PROHIBITED BY APPLICABLE LAW.

**7. Governing Law and Jurisdiction**

You agree that your use of the Website shall be governed by all applicable Federal laws and the laws of the State of Ohio without giving effect to any principles of conflicts of law. You expressly agree to submit to the sole and exclusive jurisdiction of the state and federal courts sitting in the City of Cleveland in the State of Ohio.



## **Terms and Conditions and Privacy Policy for Adding Your Century Federal Credit Union Credit Card to Mobile Wallet Service**

### **Terms and Conditions (Retain for your records)**

#### **Mobile Wallet Terms and Conditions**

These Terms and Conditions (the “Terms”) apply when you choose to add a Century Federal Credit Union credit card or debit card (“Century Federal Credit Union Card”) to a Mobile Wallet Service. In these Terms, “you”, “your”, “their”, and “my” refer to the cardholder of the Century Federal Credit Union Card, and “we,” “us,” “our,” and “Century Federal Credit Union” refer to the issuer of your Card.

#### **What is a Mobile Wallet Service?**

A Mobile Wallet Service (“Mobile Wallet”) allows you to add your Century Federal Credit Union Cards to an application using your mobile device. Your Century Federal Credit Union Card number is replaced with a digital number or token. Once added, you understand that you may use your mobile device to make payments only where the Wallet is accepted. Century Federal Credit Union is not a provider of the Wallet and we are not responsible for any failure or inability to perform a transaction using the Wallet. We are only responsible for supplying information securely to the mobile wallet provider to allow usage of the Century Federal Credit Union Card in the mobile wallet.

#### **Eligibility**

Active Century Federal Credit Union Card accounts that are in good standing are eligible to be added to a mobile wallet. If your Century Federal Credit Union Card or any underlying Century Federal Credit Union account becomes delinquent, is in a negative status or is otherwise maintained in an unauthorized manner as determined by Century Federal Credit Union in its sole discretion, your Century Federal Credit Union Card may be removed by Century Federal Credit Union from the mobile wallet for continued use.





### **Relationship to Other Agreements**

You agree that when you add your Century Federal Credit Union Card to a mobile wallet, your Century Federal Credit Union Card and account will remain subject to the terms and conditions of all existing agreements with Century Federal Credit Union. You acknowledge that certain message and data rates may apply from your wireless service providers and/or wireless carriers which might impact your use of the mobile wallet. For example, your mobile service carrier or provider may impose data usage or text charges for your use of, or interaction with, the mobile wallet, including downloading the software, receiving or sending text messages, or other use of your mobile device when using the software or other products and services provided by the Wallet. You expressly agree that you are responsible for all such fees, limitations, and restrictions, and that we may contact you via your mobile device for any purpose concerning your accounts at Century Federal Credit Union, including account servicing and collection purposes.

### **Account Ownership/Accurate Information**

You represent that you are the legal owner of the account and other financial information which may be accessed via the mobile wallet. You represent and agree that all information you provide in connection with the mobile wallet is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating the mobile wallet. You agree not to misrepresent your identity or your account information.

### **Contacting You Electronically and by Email**

You consent to receive electronic communications and disclosures from us in connection with your Century Federal Credit Union Card and the Mobile Wallet. You agree that we can contact you by email at any email address you provide to us in connection with any Century Federal Credit Union Card Account.



## **Removing Your Century Federal Credit Union Card from the Mobile Wallet**

You should contact the Mobile Wallet provider on how to remove a Card from the Mobile Wallet. We can also block a Century Federal Credit Union Card in the Mobile Wallet from purchases at any time.

## **Measures to maintain your privacy and security**

Once you have added your Century Federal Credit Union Card to the mobile wallet, Century Federal Credit Union is responsible for securely transmitting your information to your mobile wallet provider. Your information is only sent through secure channels. You agree that we may share your information with the mobile wallet provider, a payment network, and others in order to provide the services you have requested, to make information available to you about your Century Federal Credit Union Card transactions, and to improve our ability to offer these services. We do not control the privacy and security of your information that may be held by the mobile wallet provider, which is governed by the privacy policy given to you by the mobile wallet provider. You agree not to leave your mobile device unattended while logged into the mobile wallet and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you believe that someone may have unauthorized access to your mobile device, you agree to immediately cancel your access to the mobile wallet associated with the mobile device. You agree to provide us with immediate notice in the event you suspect fraud or any unauthorized access to any of your accounts. You agree to comply with all applicable laws, rules and regulations in connection with your Century Federal Credit Union Card. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the mobile wallet. We may, in some cases, make individually identifying information available only in the following circumstances: where ordered by a court or other legal body or where it is lawfully permitted or required; where we have agreed to provide information under contracts to vendors and partners to make products and services available to our card members; or where the card member has requested or consents to the disclosure of information. In those cases, where we disclose information to outside vendors, we require that they use it for no purposes other than providing previously specified services to our members.



### **Changes in these Terms and Conditions**

Except as otherwise required by law, Century Federal Credit Union may in its sole discretion change these terms, and modify or cancel the eligibility to use your Century Federal Credit Union Card with a mobile wallet service at any time, without notice. You cannot change these terms but you can terminate them by removing your Century Federal Credit Union Card(s) from the mobile wallet. Century Federal Credit Union reserves the right to refuse any transaction for any reason.

### **One-Time Passcode Provision**

You may be required to further authenticate yourself when adding your debit card to the mobile wallet by receiving a One-Time Passcode via email or text message. If you select to receive the passcode via text, message and data rates may apply from your carrier.

### **Exclusion of Warranties; Limitation of Liability; Indemnification**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF A MOBILE WALLET SERVICE IS AT YOUR SOLE RISK. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE MOBILE WALLET IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND CENTURY FEDERAL CREDIT UNION IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. CENTURY FEDERAL CREDIT UNION MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF A MOBILE WALLET.

By tapping "Agree" you agree to all terms, conditions, and notices contained or referenced in these Terms and you are providing your express consent.

07.2020