



## Home Branching Access Agreement and Electronic Funds Transfer Act Disclosure

### RETAIN FOR YOUR RECORDS

- 1. Agreement.** This Agreement, in addition to the Fee Schedule, is a contract which establishes the rules which cover your electronic access to your accounts at CP Federal Credit Union ("Credit Union") through the Home Branching System ("System"). By using System, you accept all the terms and conditions of this Agreement. Please read it carefully. The terms and conditions of the deposit agreements and disclosures for each of your Credit Union accounts, as well as your other agreements with the Credit Union, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is subject to applicable federal laws and shall be governed and construed under the laws of the State of Michigan without giving effect to its conflict-of-law principles. Any disputes will be heard in a court of competent jurisdiction in the State of Michigan.
- 2. Definitions.** As used in this Agreement, the words "we", "our", "us", and "Credit Union" mean CP Federal Credit Union. "You" and "your" refer to the accountholder authorized by CP Federal Credit Union to use System under this Agreement and anyone else authorized by the accountholder to exercise control over the accountholder's funds through System. "Account" or "Accounts" means your accounts at Credit Union. "Electronic Funds Transfers" means ATM withdrawals, preauthorized transactions point of sale transactions, transfers to and from your Accounts using System, including bill payments. "System Services" means the services provided pursuant to this Agreement, including the Bill Payment Service. "Bill Payment" means bill payments provided through System. "Payee" means anyone, including the Credit union, you designate to receive Bill Payments and Credit Union accepts as a Payee. "Business days" means Monday through Saturday, excluding holidays.
- 3. Continuation of Obligations.** Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.
- 4. Access.** The Credit Union will provide instructions on how to use the Home Branching Service. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your User Name and Password. You will also be asked to assign a security question and security phrase/picture to your Home Branching Service. You may access your Home Branching Accounts 24 hours a day, seven (7) days a week. However, the availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software or due to technical difficulties.

User Names are registered to individual users and are not meant to be shared, even among joint owners. The primary account owner will be responsible for enrolling a joint account. If you give someone your User Name and password, you are authorizing that person to use System, and you are responsible for all transactions the person performs under your User Name. All transactions that person performs, including those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then transactions that person performs after one (1) business day after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

5. **Accounts.** System can be used to access only your Accounts on which you are an owner or designated signer. We undertake no obligation to monitor transactions through System to determine they are made on behalf of the accountholder.
6. **System Services.** You can use System to check the balance of your Accounts, view Account histories, transfer funds between your Accounts or other member's accounts, view check images, make loan payments and advances, make stop payment requests, change your e-mail address, set up automated electronic notifications, download Account statements, and make Bill Payments from your Accounts in the amounts and on the dates you request if you have requested the Bill Payment Service. Balance and activity information as of the close of a business day are available at the start of the following business day, and may include transactions posted to your Account on the current Business day, including but not limited to in-branch deposits and withdrawals, telephone and Home Branching transfers and payments, Bill Payments, and ATM, Debit Card, Visa and ACH activity.
7. **Passwords.** For security purposes, to access your Accounts, you must enter your User Name and password. During the initial logon, you will be required to enter your account number, last 4 digits of your social security number and birthday. You will then be asked to select a password. You determine what password you will use, and the identity of your password, and you are responsible for all financial transactions performed using your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your login session will be locked out. To re-establish your authorization to use System, you must contact us to have your password reset or to obtain a new temporary password.

Minimum Password length is eight (8) characters with a maximum of 24 characters, and must contain at least one (1) numeric character and have at least four (4) different characters. Passwords cannot contain spaces and are case sensitive. We recommend you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, etc., and should be memorized rather than written down. You are responsible for

keeping your Password and Home Branching Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password or User Id;
- Do not leave your PC unattended while you are in the Credit Union's Home Branching Site;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

In addition to passwords, separate security devices and/or procedures may be required to access System, including but not limited to, (a) one-time-password generating devices ("Tokens"), (b) computer identification files ("Cookies"), and (c) security questions and answers. The requirements and use of these additional security measures will be determined and updated by Credit Union, from time to time.

8. **Security.** You understand the importance of your role in preventing misuse of your Accounts through System and you agree to promptly examine your paper or electronic statement for each of your Accounts as soon as you receive it. You agree to protect the confidentiality of your Account and Account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your Account, may allow unauthorized access to your Account. Your User ID and password, along with your authentication image, authentication pass phrase, and security questions and/or computer recognition processes, are intended to provide security against unauthorized entry and access to your Accounts. Data transferred via System is encrypted in an effort to provide transmission security and System utilizes identification technology to verify the sender and receiver of System transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure the System is secure, you acknowledge the Internet is inherently insecure and all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant data transfers utilizing System, or e-mail transmitted to and from us, will not be monitored or read by others.
9. **Fees and Charges.** You agree to pay the fees and charges for your use of System services as set forth in the current Fee Schedule. You agree all such fees and charges will be deducted from the Account designated. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement, such as those fees that are applicable under the deposit agreement for your Account. You are also responsible for telephone and Internet service fees you incur in connection with your use of System.
10. **Overdrafts.** Electronic fund transfers initiated through System which would result in an overdraft of your Account may, at our discretion, be cancelled. In the event the electronic fund transfers initiated through System which would result in an overdraft of your Account

are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that Account.

11. **Limits on Amounts and Frequency of System Transactions.** The number of transfers from Accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those Accounts. If a hold has been placed on deposits made to an Account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.
12. **System Stop Payments.** Stopping the payment of a check is different from the cancellation of a Bill Payment. You may initiate stop payment requests online via System only for paper checks you have written on your Accounts (not Bill Payments). To be effective, this type of stop payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check. If you make your stop payment request online or by telephone, we may also require you to put your request in the form of a paper writing and get it to us within 14 days of your original request. You will incur stop payment charges as disclosed in the current fee schedule for the applicable Account. The stop payment order is effective for six (6) months, and unless renewed through System or in writing before the expiration of six (6) months, it will automatically terminate and the Credit Union is free to pay the item. In such an instance, you hereby agree to release and do waive any and all claims against Credit Union with respect to the stop payment order or the check itself and you further agree to indemnify and hold Credit Union harmless with regard to any and all claims involving the stop payment order and/or check, which includes Credit Union's reasonable attorney's fees and costs.

You understand there may be claims or demands made against Credit Union as a result of your request. If any claim or demand of whatever nature is made against Credit Union with respect to the stop payment order and/or the item itself, you agree to indemnify and defend Credit Union and to reimburse Credit Union for any such claims or demands, and for reasonable costs, expenses or attorney's fees that Credit Union may incur in defending itself against any such claims or demands. You understand that Credit Union will use all reasonable efforts to comply with a stop payment order. However, you understand fully that unless the item number, the date of the item, and the amount of the item are correctly entered on the stop payment order, Credit Union assumes no responsibility for stopping payment and is not liable to you if a stop payment cannot be accomplished.

13. **eAlerts.** You may elect to receive electronic alerts ("eAlerts") through e-mail or text messaging. We will send eAlerts based upon the instructions you provide to us. It is your responsibility to correctly enter and keep current your e-mail address and other contact information on your Home Branching profile. You agree that we may send these eAlerts in an unencrypted format, which may include your name, account number (with a portion masked), financial information and other sensitive information. You consent to delivery by the method you have selected and sharing of information with anyone who may have access to your e-mail system, computer or other device.

eAlerts are not designed to replace any other notices we send to you. You agree to continue to review all correspondence from us regarding your Accounts and services with us. If we do not send or you do not otherwise receive an eAlert we send, or such is delayed or misdirected for any reason, it does not affect your liability, rights or responsibilities with respect to your Accounts and services, and you agree that we will not be liable for our failure to send eAlerts as described herein.

14. **Confidentiality.** We will disclose information to third parties about your Account or the transfers you make: (a) where it is necessary for completing transfers; or (b) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or (c) in order to comply with government agency or court orders; or (d) if you give us written permission.
15. **Change in Terms.** We may change any term of this Agreement at any time. If the change would result in increased fees for any System service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an Account or our electronic fund transfer system. We will post any required notice of the change in terms on the Credit Union website or forward it to you by e-mail or postal mail. If advance notice of a change is not required, and disclosure does not jeopardize the security of the Account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject System services after such notification is provided indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific Accounts are governed by the applicable deposit agreements and disclosures.
16. **In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments.** Contact us, as noted in the section entitled "Communications Between Credit Union and You," as soon as you can if you think your paper or electronic statement is wrong, or if you need more information about a transfer listed on your paper or electronic statement. We must hear from you no later than 60 days after we sent the FIRST paper statement upon which the problem or error appeared or 60 days from which an electronic statement was made available to you. When you contact us, please: (a) tell us your name and Account number, (b) describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information, (c) tell us the dollar amount of the suspected error, and (d) if the suspected error relates to a Bill Payment, tell us the Account used to pay the bill, Payee name, the date the payment was sent, payment amount, transaction number, and the Payee account number for the Bill Payment in question (this information appears on the Bill Payment system). If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in the form of a paper writing by postal mail or fax within 10 business days. We will

communicate to you the results of our investigation within 10 business days (20 business days if related to a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if related to a new account) to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within 10 business days (20 business days if related to a new account) 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 in the form of a paper writing within 10 business days, we may not provisionally credit your Account. An Account is considered a new Account for 30 days after the first deposit is made, if you are a new member.

We will tell you the results within three (3) business days after completing our investigation. If we determine there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your Account.

- 17. Limitation on Our Liability for Failure to Make Transfer.** If we do not complete a transfer to or from your Account on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:
- a) If, through no fault of ours, you do not have enough money in your Account to make a transfer.
  - b) If a legal order directs us to prohibit withdrawals from the Account.
  - c) If your account is closed, or if it has been frozen.
  - d) If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
  - e) If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
  - f) If any electronic terminal, telecommunication device, or any part of electronic fund transfer System is not working properly, and you knew about the problem when you started the transfer.
  - g) If you have not properly followed the on-screen instructions for using System.
  - h) If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.
  - i) If the Credit Union determines the individuals involved in a transaction are blocked by governmental, including OFAC restrictions.

- 18. Your Liability for Unauthorized Transfers.** CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your Accounts

without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your Accounts (plus your maximum overdraft line of credit, if any).

If you contact us within two (2) business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission. If you do NOT contact us within two (2) business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your Accounts without your permission if you had told us, you could lose as much as \$500.

Also, if your paper or electronic statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the paper statement was mailed or made available electronically to you, you may not get back any money you lost through transactions made after the 60 day time period 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 a hospital stay) kept you from contacting us, we may extend the time periods.

19. **Disclaimer of Warranty and Limitation of Liability.** We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the System services provided to you under this Agreement. We do not and cannot warrant that System will operate without errors, or that any or all System services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to System, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Credit Union and its affiliates exceed the amounts paid by you for the services provided to you through System.
20. **Your Right to Terminate.** You may cancel your System service at any time by providing us with written notice by postal mail, fax or in person. Your access to System will be suspended within three (3) business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.
21. **Our Right to Terminate.** You agree that we can terminate or limit your access to System services for any of the following reasons: (a) without prior notice, if you have insufficient funds in any one of your Accounts. System services may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits; (b) upon reasonable notice, for any other reason, as determined in our sole discretion.

22. **Communications between Credit Union and You.** Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:
- a) E-mail: You can contact us by e-mail at [cpfcu@cpfederal.com](mailto:cpfcu@cpfederal.com)
  - b) Telephone: You can contact us by telephone at 517-784-7101 or 800-554-7101
  - c) Facsimile – You can contact us by fax at 517-784-6677, Attn: Home Branching
  - d) Postal Mail – You can write us at: CP Federal Credit Union, 1100 Clinton Rd, Jackson MI 49202, Attn: Home Branching
  - e) In Person – You may visit us in person at any one of our locations
23. **Continuing Effect.** If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.
24. **Headings.** The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions.
25. **Waiver.** Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.
26. **Assignment.** You may not assign this Agreement. Any such purported assignment by you shall be void.
27. **Successors and Assigns.** This Agreement is binding upon your heirs and Credit Union's successors and assigns.
28. **Entire Agreement.** This Agreement, together with Fee Schedule and such other deposit agreements described or referenced herein, constitutes the entire agreement between you and Credit Union with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.
29. **Online Privacy Statement.** Credit Union is committed to safeguarding information about our members and does not collect identifying information about visitors to the website. Consumer visitors and members using this website may be subject to both the Online Privacy Statement, which pertains to information that is collected when you visit or transact business on this website, and the Credit Union's Privacy Notice, which explains the Credit Union's policy regarding consumer information applicable to our products and services in general. Please refer to the Credit Union's website ([www.cpfederal.com](http://www.cpfederal.com)) for the Online Privacy Statement and Privacy Notice.