

# INTERNET AND TELEPHONE BANKING MEMBER SERVICE AGREEMENT

A9A69F NO.:

## BRANCH ACCOUNT INFORMATION:

A Ya VYf'BUa Y: \_\_\_\_\_

Branch: \_\_\_\_\_

9a d'cnYY: \_\_\_\_\_

Date: \_\_\_\_\_

## INTERNET AND TELEPHONE BANKING MEMBER SERVICE TERMS OF AGREEMENT:

In exchange for \_\_\_\_\_ **CREDIT UNION LIMITED** (hereinafter called the "Credit Union") allowing me to complete transactions on the account through its Internet and/or Telephone access technologies, I agree as follows:

### DEFINITIONS

"Account" means any account under any membership held by the Member with the Credit Union;

"PAC" means the personal access code I have selected for my own use which, when used with Equipment, permits access to the Electronic Services;

"Electronic Services" means all of the services available through the use of the PAC in combination with the telephone and Internet channels operated by the Credit Union;

"Telephone Services" means all of the services available through the use of the PAC in combination with the telephone channel operated by the Credit Union;

"Internet Services" means all of the services available through the use of the PAC in combination with the Internet channel operated by the Credit Union;

"Equipment" means the equipment, such as a personal computer or telephone which, when used in combination with the PAC, permit access to the Electronic Services;

"Signing Authority" means any person authorized to sign on an Account; and

"Transaction" means any transaction performed using any of the Electronic Services.

### OTHER AGREEMENTS

I acknowledge having read the Terms of Use found on the homepage of the Credit Union's web site under the link "Legal" (if I intend to use the Internet Services), and the Operation of Account Agreement I signed when I first opened my Account. The terms and conditions of the Operation of Account Agreement and any other conditions or agreements which now or may in the future exist between me and the Credit Union regarding any Accounts shall remain in full force and effect and shall apply to each Transaction, except as expressly modified or supplemented by the terms of this Agreement or the Terms of Use that apply generally to my use of the Credit Union's web site. In the event of an irreconcilable conflict, this Agreement supercedes the Terms of Use on the web site, but the Operation of Account Agreement and any other paper agreements are paramount.

### USE OF ELECTRONIC SERVICES

I acknowledge that I have permission to use the Electronic Services to access any permitted Account and to conduct Transactions as may be permitted with respect to any such Account. However, I am not allowed to use these Services to pay bills from, or transfer funds out of any Account on which more than one signature is required to authorize a transaction, unless prior authorization is received in writing from all required signers. I agree to follow the instructions of the Credit Union in effect from time to time with respect to the use of the Electronic Services.

When I use my PAC to conduct any Transaction, I agree that this is the legal equivalent of having given a written, signed instruction to the Credit Union to complete the Transaction, and therefore agree to be bound by each such Transaction. This means that I irrevocably authorize and direct the Credit Union to debit or credit, as the case may be, the amount of any Transaction to the Account or Accounts designated by me at the time of the Transaction, in accordance with the Credit Union's normal practices and the terms and conditions of my Operation of Account Agreement. The Credit Union's practices respecting the debiting or crediting of any Transaction under any of the Electronic Services may be revised from time to time with or without notice to me, and the Credit Union reserves the right to require me to physically sign original documents before completing certain Transactions if it believes it is advisable for our mutual protection.

I agree to not conduct or try to conduct any Transaction that would result in a negative balance in any Account or would exceed the unused balance of any authorized overdraft or line of credit, if available. I agree to reimburse the Credit Union for all liability or loss arising out of any such Transaction, in accordance with the terms and conditions of my Operation of Account Agreement.

I agree that if I use the Telephone Services without using the specified toll-free numbers, I alone will be responsible for all long distance charges imposed by your telephone service provider.

I agree that all computer equipment, electronic devices and associated software provided by the Credit Union to me to enable electronic access to my Account is the property of the Credit Union, and promise to return it and any and all copies made of the software to the Credit Union upon request. I agree to use this equipment and software under a non-exclusive and non-transferable license and only for the purposes intended.

I consent to the Credit Union's taping, storing or otherwise recording my sessions using the Electronic Services. This consent may or may not be confirmed prior to or during each session. The Credit Union agrees to keep the contents of any such records confidential and confirms that the records will only be used to verify Transaction and service request details and monitor the performance of its employees.

### LIMITATIONS ON THE CREDIT UNION'S RESPONSIBILITIES

I accept that the Electronic Services are provided subject to the limitations on the Credit Union's responsibilities detailed in its web site Terms of Use, as well as the following:

#### General:

Electronic Services are made available only on an "as is" and "as available" basis. The Credit Union offers these electronic Services in order to improve the accessibility of the Credit Union to its Members. However, the provision of these Services is dependent in part on communication lines and other third party equipment and services. Furthermore, no computer system designed to safeguard a member's Personal Information is perfect, and unintended disclosure of a member's Personal Information through accident or fraud on the part of third parties is always possible.

I AGREE THAT I WILL NOT HOLD THE CREDIT UNION LIABLE FOR ANY DELAY, LOSS, DAMAGE (DIRECT, INDIRECT OR CONSEQUENTIAL) OR INCONVENIENCE WHATSOEVER CAUSED BY OR ARISING FROM THE PROVISION OF OR FAILURE TO PROVIDE SERVICES OR THE MALFUNCTION OR FAILURE TO OPERATE OF ANY SOFTWARE OR EQUIPMENT FOR ANY REASON WHATSOEVER. FURTHERMORE, I AGREE THAT I WILL NOT HOLD THE CREDIT UNION LIABLE FOR ANY PERSONAL INJURY, OR PROPERTY DAMAGE OR ANY LOSS OF BUSINESS OR PROFIT OR OTHER INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER AS A RESULT OF A SYSTEM FAILURE OR MALFUNCTION, OR AN UNINTENDED DISCLOSURE OF MY PERSONAL INFORMATION DUE TO ACCIDENT OR FRAUD ON THE PART OF A THIRD PARTY.

**Bill Payments Made through the Electronic Services:**

The Credit Union will use its best efforts to forward any bill payment Transactions to the merchants specified by me for credit the next or second business day following the day they are authorized through the Electronic Services. However, I agree that the Credit Union is not responsible for delayed credit or late payments for reasons beyond the Credit Union's control. I alone am responsible for entering and authorizing the correct payment amounts, merchant account identification, the Account to be charged, ensuring that each payment is entered and authorized only once, and that there are sufficient funds available in my Account or available through a line of credit to complete the transaction. If the Electronic Service tells me that the Transaction failed, I acknowledge that it remains my sole responsibility to make the bill payment through another channel.

**CONFIDENTIALITY OF PAC**

The PAC is for my use alone and may not be assigned or transferred. I agree to keep the PAC confidential and to not disclose it to any person other than to a Signing Authority on the Account. I agree to not record the PAC in any manner or on any media, whether in writing or otherwise, including without limitation in electronic form, or by voicemail or e-mail. For security reasons, the Credit Union recommends that I change my PAC on a regular basis, not use the numbers that make up my PAC in the Personal Identification Number I use in conjunction with a debit card or credit card and perhaps change the PAC every 90 to 120 days. I realize that if the PAC becomes known to other than a Signing Authority on the Account, confidential information about my Account may be accessed by individuals to whom I have not intended to give access.

I agree to notify the Credit Union immediately, in writing, if my PAC becomes known to anyone other than you or any other Signing Authority on the relevant Account or Accounts.

I agree that I am liable for all unauthorized use of the PAC until such notification is made and acknowledged by the Credit Union. I further agree that, until the Credit Union receives my acknowledgment, notification is not deemed to be received by the Credit Union.

**TRANSACTION VERIFICATION AND RECORDS**

I acknowledge that all Transactions are subject to verification and acceptance by the Credit Union, and if not accepted will be reversed from the Account. Verification may take place on a date later than the date I authorized the Transaction, which may affect the Transaction date.

I agree that the Credit Union's records of each Transaction, including updates of Account information provided to me electronically, and the Credit Union's accounting records, will be deemed to be correct, and will be conclusive and binding upon me. I understand that if I believe that the Credit Union's records contain an error or omission, I am required to give written notice of the suspected error or omission to the Credit Union within thirty days of the date the record was created or within such other time limit specified in my Operation of Account Agreement in force from time to time, or any other paper agreement which now exists or may in the future exist (whichever is the most restrictive) with respect to the operation of my relevant Account or Accounts.

IF THE CREDIT UNION DOES MAKE AN ERROR OR OMISSION FOR ANY REASON, WITH RESPECT TO THE RECORDING OF ANY TRANSACTION, I AGREE THAT THE LIABILITY OF THE CREDIT UNION WILL BE LIMITED TO THE AMOUNT OF THE ERROR OR OMISSION IN RECORDING, PLUS ANY APPLICABLE SERVICE CHARGES THAT MAY HAVE BEEN CHARGED TO ME IN ERROR. SPECIFICALLY, I AGREE THAT THE CREDIT UNION WILL NOT BE LIABLE FOR ANY OTHER LOSS, OR ANY LOSS OF BUSINESS OR PROFIT OR ANY OTHER DAMAGE (DIRECT OR INDIRECT OR CONSEQUENTIAL) OR DELAY OR INCONVENIENCE WHATSOEVER CAUSED BY OR ARISING FROM ANY SUCH ERROR OR OMISSION.

**SERVICE FEES**

The Credit Union will establish service fees for use of the Electronic Services and/or for conducting Transactions and may change these service fees from time to time. I hereby give the Credit Union permission to deduct any applicable service fees from any Account.

**TRANSACTION PROCESSING**

When I use my PAC to conduct a Transaction through the Electronic Services, I agree that I will not be permitted to revoke or stop any such Transaction once the Transaction request has been processed.

**TERMINATION**

The Credit Union may at any time without notice withdraw permission from me to use any of the Electronic Services, or cancel or alter any of the Electronic Services without being liable for any loss resulting from such action. I agree that the termination of Electronic Services for any reason will not relieve me of any obligations under this Agreement with respect to the Electronic Services.

**CHANGES TO AGREEMENT**

I agree that the Credit Union can add to or change the terms and conditions of this Agreement from time to time. The Credit Union promises to give me at least 30 days notice of any such additional or amended terms and conditions. The 30-day notice will run from the date a notice is mailed or is first displayed at the branch or on the sign-on screen. If I continue to use any of the Electronic Services after the effective date of any additional or amended terms or conditions to this Agreement, then the Credit Union shall be entitled to presume that I have accepted such additional or amended terms or conditions.

**EXECUTION**

If I signed up for Internet and/or Telephone Banking services on line, I acknowledge that I have signed this Agreement electronically. In that case, I acknowledge that my use of Electronic Services shall be deemed to be acceptance of the terms and conditions hereof as of the date of first use. If I have signed, noted below, a paper version of this Agreement, I acknowledge the receipt of a true copy of this Agreement. In either case, I acknowledge further that this Agreement does not require a signature by the Credit Union to be effective and binding on both parties. I also agree to keep a copy of this agreement for my own records.

**GENERAL**

If I hold an Account jointly with another or other persons, then I acknowledge that each joint holder of that Account will be jointly and severally liable for all Transactions conducted using the Electronic Services with respect to that Account, notwithstanding that not all holders were personally involved in processing the relevant Transactions.

**THE AGREEMENT:**

By signing below, I agree to the terms and conditions outlined in the Internet and Telephone Banking Service Agreement.

\_\_\_\_\_  
Signature of Applicant (Signing Officer)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Co-Applicant (Signing Officer #2)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Co-Applicant (Signing Officer #3)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Co-Applicant (Signing Officer #4)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Credit Union Limited

\_\_\_\_\_  
Credit Union Witness

\_\_\_\_\_  
Date