

CUMobile & CUonline – Home Banking Disclosure

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You agree that your use of this site shall be governed by Indiana law and agree that venue shall be located in Marion, IN.

Agreement

Use & Access Agreement for Afena Federal Credit Union's CUonline

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6. CUmobile Terms

1. Introduction

This Use and Access Agreement ("Agreement") for accessing your Afena FCU accounts via CUonline explains the terms and conditions governing the following online services: banking, CUonline Bill Pay and other banking services offered through CUonline. You agree to abide by the terms and conditions of this Agreement. This Agreement will be governed by and interpreted in accordance with federal law and regulation and to the extent there is no applicable federal law or regulation by the laws of the State of Indiana. The terms "we," "us," "our," "Afena FCU" and "Credit Union" refer to Afena Federal Credit Union. "You" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays. CUonline can be used to access certain Afena FCU accounts. The applicable account disclosure statement "Membership and Account Agreement" also governs each of your accounts at Afena FCU.

2. Accessing Your Afena FCU Accounts through CUonline

- a. Requirements to access your accounts through CUonline – You must have an eligible Afena FCU account (listed below) and an online username and password. In addition, you must have the required software.

Accounts Accessible through CUonline:

- Regular Shares
 - Transfers (to and from)
 - Inquiry
- Regular Checking
 - Transfers (to and from)
 - CUonline Bill Pay
 - Inquiry
- Freedom Checking
 - Transfers (to and from)
 - CUonline Bill Pay
 - Inquiry
- Independent Checking
 - Transfers (to and from)
 - CUonline Bill Pay
 - Inquiry
- Retiree Checking
 - Transfers (to and from)
 - CUonline Bill Pay
 - Inquiry
- Liberty Checking
 - Transfers (to and from)
 - CUonline Bill Pay
 - Inquiry
- HELOC (Home Equity Line of Credit)
 - Transfers (to and from)
 - Inquiry
- Money Market
 - Transfers (to and from)
 - Inquiry
- Goldline (Line of Credit)
 - Transfers (to and from)
 - Inquiry
- Regular Club Accounts
 - Transfers (to and from)
 - Inquiry
- Christmas Club Accounts
 - Transfers to
 - Inquiry
- Vehicle, Mortgage & Other Loans
 - Transfers (to)
 - Inquiry

IRA Savings, Roth IRA, IRA Certificates,
Education Savings, and Education Savings Certificates
Health Savings Account Checking
Inquiry
Certificates of Deposits
Inquiry

- b. Fees – There are no monthly or transaction fees for accessing your account(s) through CUonline. Other fees, as described in the applicable Fee Schedule, may apply to services ordered online and to transfers from a credit account. (Fees may change without notice. See General Terms for more information regarding fees.) Please note that fees may be assessed and billed separately by your online service provider.
- c. New Services – Afena FCU may, from time to time, introduce new services. We shall update this Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules contained in this Agreement.
- d. Benefits of Using CUonline – Through CUonline, you can manage your accounts from your home or office on your personal computer or other internet device. You can use CUonline to:
- View accounts balances and review transaction history.
 - Transfer money between accounts. (As noted in the applicable Account Disclosures.)
 - Transfer money to pay your loan.
 - Pay bills to any merchant, institution or individual with a U.S. address.
 - Communicate directly with Afena FCU via E-mail.

3. Terms and Conditions

The first time you access your Afena FCU accounts through CUonline or CUonline Bill Pay confirms your agreement to be bound by all the terms and conditions of this Agreement and acknowledges your receipt and understanding of this disclosure.

- a. Your Password – You will be given a 6 character Password that will give you access to your Afena FCU account through CUonline. This Password can be changed within CUonline from the change Password option. We recommend that you change your Password regularly. Afena FCU is entitled to act on instructions received under your Password. For security purposes, it is recommended that you memorize this Password and do not write it down. You are responsible for keeping your Password and account data confidential.
- b. Payment Account – Although there are no fees for accessing your accounts via CUonline, you may be asked to designate a payment account for selected services such as CUonline Bill Pay. You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees. If you close the payment account, you must notify Afena FCU and identify a new payment account for the selected services. Additionally, if you close all Afena FCU accounts, you must notify Afena FCU to cancel your CUonline. Your CUonline may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, CUonline may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call Afena FCU (765) 664-8089. If you do not access your accounts via CUonline or schedule and process a payment in your Afena FCU CUonline Bill Pay account via CUonline for any three (3) month period, Afena FCU reserves the right to discontinue your CUonline and CUonline Bill Pay service. Please note that your bill payment information will be lost if your service is discontinued. You agree to be responsible for any telephone charges that you incur by accessing your Afena FCU accounts through CUonline. If you wish to cancel your CUonline, please contact Afena FCU at (765) 664-8089 or send us cancellation instructions in writing to Afena Federal Credit Union, 424 N. Bradner Ave., Marion, IN 46952.
- c. Our Liability – Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither the service providers nor we shall be responsible for any loss, property damage or bodily injury. Whether caused by the equipment, software, Afena FCU, by Internet browser providers such as Netscape (Netscape Navigator browser), by online service providers or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the CUonline, or Internet browser or access software.

- d. Hours of Accessibility – You can access your Afena FCU accounts through CUOnline seven days a week, 24 hours a day. However, at certain times, some or all of CUOnline may not be available due to system maintenance. During these times, you may use the touch-tone telephone service, an Afena FCU or network ATM or an Afena FCU branch to conduct your transactions. A transfer initiated through CUOnline is posted to your account the same day.
- e. Additional Terms and Conditions –
Obtaining Account Balance and Transaction History – You can obtain balance and transaction history on all eligible accounts that are available in the CUOnline. (See Section 2, Accessing Your Afena FCU Account Through CUOnline, for specific accounts accessible by CUOnline.) Account balance and transaction history reflects activity through the close of the business day.
Transferring Funds – The number of transfers from a savings account is limited as described in the applicable Account Disclosures. 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.

4. General Terms

- a. Changes to Charges, Fees or Other Terms – We reserve the right to change the charges, fees or other terms described in this Agreement. When changes are made to any fees, charges, or other material terms we will update this Agreement, and either send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for internet transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such an immediate change is made, the change is permanent, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice with the next regularly scheduled periodic statement or within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Account Disclosures.
- b. Disclosure of Account Information – You authorize Afena FCU to disclose to third parties, agents, and affiliates, such as independent auditors, consultants or attorneys, information that you have provided or that we have obtained about your accounts and the transfers you make:
- To comply with government agency or court orders or requests; or
 - To verify the existence and condition of your account for third party, such as credit bureau or merchant; or
 - Where it is necessary for completing transfers; or
 - To provide services relating to your account or to offer other products and services; or
 - If you give us your permission.
- c. In Case of Errors or Questions – Errors or questions involving an Afena FCU account through CUOnline should be reported by one of the following methods:
- Call Afena FCU at (765) 664-8089, Monday, Tuesday, Thursday, Friday 7:00am-4:30pm, Wednesday 9:00am-4:30pm (EST).
 - Write Afena Federal Credit Union, 424 N. Bradner Ave., Marion, IN 46952, as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need more information about a transaction listed on the statement or transaction record.
 - We must hear from you no later than sixty (60) days after we have sent the first paper or electronic statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days. When you tell us about the problem, please:
 - Tell us your name and account number.
 - Describe the error or the transaction you are unsure about, and explain why you believe it is an error or what additional information you need.
 - Tell us the dollar amount of any suspected error.

We will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale purchases, after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale or transactions involving new accounts from the date of the first deposit, to investigate your complaint or question. If we decide to do this, we will give provisional credit to your account within ten (10) business days, or twenty (20) business days in the case of point of sale or transactions involving new accounts from the date of the first deposit, 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 ten (10) business days of this request, we will not credit your account. If we determine that there was no error, we will send you written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation.

- d. Liability for Failure to Make Transfers – If we do not complete a transfer to or from your Afena FCU 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 some exceptions. We will not be liable:
- If, through no fault of ours, you do not have enough money in your account to make a transfer.
 - If a legal order directs us to prohibit withdrawals from the account.
 - If your account is closed or if it has been frozen.
 - If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
 - If you, or anyone you allow, commits any fraud or violates any law or regulation.
 - If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
 - If you have not properly followed the instructions for using CUonline.
 - If circumstances beyond our control (such as fire, flood or improper transmission or handling of payment by a third party) prevent the transfer despite reasonable precautions taken by us.
- e. Other General Terms and Agreements – In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Account Disclosures, the Credit Union's regulations, the rules and regulations of any funds transfer system to which the Credit Union belongs, and applicable state and federal laws and regulations. We agree to be bound by them also.
- Afena Federal Credit Union's Right to Terminate this Agreement – The Credit Union reserves the right to terminate this Use and Access Agreement and your access to CUonline, in whole or in part, at any time.
- Assignment – Afena Federal Credit Union may assign or delegate certain of its rights and responsibilities under this Use and Access Agreement to independent contractors or other third parties.

5. Protecting Your Account

- a. Preventing Misuse of Your Account – Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call Afena FCU at (765) 664-8089.
- b. Protecting Personal Information – In addition to protecting your account information, you should take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.
- c. Taking Care of Your Password – The password that is used to gain access to CUonline should be kept confidential. For your protection we recommend that you change your password regularly. We recommend that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify Afena FCU at once at (765) 664-8089.
- If your password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your password without your permission to access a Afena FCU deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.00. Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us at once. If you do not notify us within sixty (60) days after the paper or online statement was sent to you, and we could have stopped someone from taking money if you had told us within that time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay kept you from telling us, the time periods in this section will be extended.
- d. Unauthorized Transactions in Your Afena FCU Accounts – Notify us at once if you believe another person has improperly obtained your password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal

your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, either call Afena FCU at (765) 664-8089, Monday, Tuesday, Thursday, Friday 7:00am-4:30 pm, Wednesday 9:00am-4:30pm (EST), write Afena Federal Credit Union, 424 N. Bradner Ave., Marion, IN 46952, or visit one of our branches during business hours.

6. CUmobile

- a. All terms and conditions to Afena FCU CUonline apply to Mobile Banking services. Afena FCU offers mobile banking as a FREE service; however a data service plan is required to use this service. Afena FCU does not support the cell phone device. We are not responsible for any errors or failures from any malfunction of your mobile device, the browser or software. You are responsible for the security and security settings of your device. Afena FCU also is not responsible for any virus or related problems that may be associated with the use of an online system.