

# ONLINE AND MOBILE BANKING AGREEMENT & DISCLOSURE

This Online and Mobile Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Online and Mobile Banking service ("Service"). It also describes the rights and obligations of Community Trust Credit Union ("Credit Union"). Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

## I. Definitions

The following definitions apply in this Agreement:

- A. "Authorized Representative" refers to a person with authority (with respect to the account);
- B. "ISP" refers to your Internet Service Provider;
- C. "Online Banking" is the internet-based service providing access to your Credit Union account(s) through usage of a personal computer or mobile device;
- D. "Online Account" means the Credit Union account from which you will be conducting transactions using a Service;
- E. "Password" is the member-generated code or PIN selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
- F. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
- G. "Device" means a supportable mobile device which enables you, with the Internet browser and ISP, to access your Online/Mobile Account;
- H. "Time of day" references are to Central Standard Time;
- I. "User ID/Username" is your unique login credentials selected by you during the registration process;
- J. "We," "us," "CTCU," or "Credit Union" refer to Community Trust Credit Union which offers the Services and which holds the accounts accessed by the Services; and
- K. "You" or "your" refers to the owner of the account or the authorized representative.

## II. Access to Services

The Credit Union will provide instructions on how to use the Online Banking Service. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your Password and your Member ID. You may access your CTCU accounts 24 hours a day, seven (7) days a week. However, availability of the

Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

### III. **Types of Transactions with Online Banking**

- A. View Account balances and transaction information for your designated accounts.
- B. Transfer funds within your account or transfer funds to other CTCU accounts you have access to.
- C. View and download statements of your account if you are enrolled in eStatements
- D. View and download account history
- E. Access CTCU Bill Pay
- F. Create email or text alerts for specific conditions which occur within your account(s).
- G. Deposit checks using Mobile Deposit.

Transactions involving your deposit accounts, including checking account stop payment requests, will be subject to the terms of your account agreement. Transactions involving a line of credit account will be subject to your loan agreement and disclosures.

Additional Services: New services may be introduced for Online Banking from time to time. The Credit Union will 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 that will be made available to you concerning these services.

### IV. **Schedule of Fees**

The Credit Union offers the benefits and convenience of the Online Banking Service to you free.

### V. **Statements**

You will continue to receive your regular account statement via standard mail, either monthly or quarterly, depending on the type of account. You may elect to receive your statements electronically by registering for online statements via Online Banking/eBranch.

### VI. **Use of Your Security Password**

You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- A. Do not give out your account information, PIN/Password, or User ID;

- B. Do not leave your PC unattended while you are in the credit union's Online Banking Site;
- C. Never leave your account information within range of others; and
- D. Do not send privileged account information (account number, password, etc.) in any public or general e-mail system.

The password you have chosen is for your security purposes. The password is confidential and should not be disclosed to third parties or recorded. You are responsible for the safekeeping of your password. You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts. If you authorize anyone to use your password that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of your password and the Credit Union suffers a loss, we may terminate your access to Online Banking and account services immediately.

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Credit Union immediately at 847-662-2050 between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday. Telephoning the Credit Union is the best way of minimizing your losses and liability.

If you believe your password has been lost or stolen, please use the password change feature within the Online Banking section of the Web site to change your Password.

## VII. **Business Accounts**

If you are a business, any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to:

- A. Enter into this Agreement, as amended from time to time;
- B. Access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- C. Use any Online banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

## VIII. **Term and Termination**

- A. Term. This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.
- B. Termination for Cause. We may immediately terminate your electronic banking privileges without notice to you under the following circumstances:

- i. You do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.
- ii. You are negligent in securing your on-line banking access information.

C. Termination for Convenience. To terminate this Agreement, you must notify the Credit Union and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). You may notify the Credit Union by one of the following methods:

- i. By calling: 847-662-2050
- ii. By writing a letter and either sending it to the following address: Community Trust Credit Union, 1313 Skokie Highway, Gurnee, IL 60031, or giving it to a Member Service Officer at any of the Credit Union's locations.

D. If you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 6-month period, we may convert your online account to inactive status.

## IX. **Electronic Fund Transfer Unauthorized Transfers**

Applicability. These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Credit Union may rely on any exceptions to these provisions, which are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.

You are responsible for all transfers you authorize under this Agreement. If you permit other persons to use the Online Banking service or your password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, contact us at once if you believe anyone has used your password or accessed your accounts through Online Banking without your authorization. Contacting us by telephone is the best way to minimize your possible losses. If you contact us within two (2) business days of someone accessing your accounts without your permission, you will only be liable for up to fifty dollars (\$50.00) of any losses. If you do not contact us within two (2) business days after you learn of the unauthorized use of your account or PIN, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could be liable for up to five hundred dollars (\$500.00).

If your statement shows Online Banking transfers that you did not make, please contact us immediately. If you do not contact us within sixty (60) days after the statement was mailed to you, you may not be able to recover any of your losses if we can prove that we could have stopped someone from making the transfers if you had contacted us in a timely manner. We may extend the notification timeframe if there are extenuating circumstances.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) calendar days. We will determine whether an error occurred within ten (10) business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your

account within ten (10) business days for the amount you think is in error, so that you will have the use of the funds 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, we may not 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 credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Information we will need:

- A. Your name and membership number;
- B. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information;
- C. The dollar amount of the suspected error and date on which it occurred.

If you need more information about our error resolution procedures, call us at (847) 662-2050.

Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.

## X. **Liability**

Our Liability. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking service as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will not be liable to you in the following instances:

- A. If through no fault of the Credit Union, you do not have enough money in your account to make the transfer.
- B. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
- C. If there is a hold on your account, or if access to your account is blocked, in accordance with credit union policy.

- D. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
- E. If your transfer authorization terminates by operation of law.
- F. If you believe someone has accessed your accounts without your permission and you fail to notify the Credit Union immediately.
- G. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
- H. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- I. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.
- J. In no event shall we have any liability to you or any third party for any indirect, special or consequential damages resulting from or arising out of this agreement.
  - i. Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking account.
  - ii. Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Safari, Internet Explorer, or Google Chrome, by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking account.
  - iii. Virus & Spyware Protection. The Credit Union is not responsible for any electronic virus or viruses, spyware, adware, or any other software that is installed on your PC with or without your knowledge. We suggest that you routinely scan your PC using a virus and spyware protection product(s). An undetected virus may corrupt and destroy your programs, files, and your hardware. An undetected spyware can compromise the security of your passwords and personal identity.

## XI. **General Terms and Conditions**

- A. Credit Union Agreements. In addition to this Agreement, you and the Credit Union agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules

accompanying those disclosures and the fee schedule contained in this Agreement.

- B. Changes and Modifications. The Credit Union may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail, and/or standard mail, as well as posting on our online banking website and you will have to be deemed to have received it three days after it is sent or posted. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. 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.
- C. Assignment. We may assign this Agreement to an affiliate of the Credit Union or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.
- D. Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically and/or via standard mail, and posting on the online banking website.
- E. Disclosure of Information. We will only disclose information to third parties about your account or transfers you make under the following circumstances:
  - i. Where it is necessary for the provision of Online Banking and for completing transfers;
  - ii. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
  - iii. In order to comply with government or court orders, or other reporting requirements;
  - iv. If you give us your permission;
  - v. To the Credit Union affiliated companies.
- F. Governing Law. This Agreement is governed by the laws of the State of Illinois and applicable federal law.