



Finance Manager Disclosure and Agreement

Introduction

Finance Manager is a service provided by Capital Credit Union (CCU) to our members through which you may monitor any of your financial account relationships with Capital Credit Union or with another financial institution provided that the financial institution has the ability to and permits you to release your financial information to Finance Manager and Capital Credit Union. This Disclosure and Agreement (Agreement) for use of Finance Manager is provided for your information. Please read it carefully as it pertains to your accounts and electronic services.

For the purpose of this Agreement, the terms "we," "us," "our," "Capital" and "credit union" refer to Capital Credit Union. "You" refers to members. "Account" means any of your accounts at Capital Credit Union or any other account held by you at another financial institution. "Service" refers to Finance Manager, an Account management service that Capital Credit Union makes available through Fiserv, Inc. "Agreement" refers to this Finance Manager Disclosure and Agreement between CCU and a member.

The first time you access Finance Manager confirms your agreement to abide by the terms and conditions of this Agreement and acknowledges your receipt and understanding of this disclosure. Changes to this agreement may be revised at any time without advance notice unless required by law or regulation and are effective upon posting the revised agreement to the Online Banking site or Mobile Banking app. Continued use of the Finance Manager service after posting of a revised Agreement constitutes acceptance of the revised terms and conditions of the Agreement.

This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent that there is no applicable federal law or regulation, by the laws of the State of Wisconsin. To the extent permitted by applicable law, you agree that any legal action regarding this Agreement or that relate to any of your accounts shall be in the county in which the Credit Union's headquarters office is located.

You acknowledge electronic receipt of the Finance Manager Disclosure and Agreement (Agreement) associated with Capital Credit Union's Finance Manager service and agree to abide by this agreement. You also agree that CCU does not need to provide you with an additional paper (non-electronic) copy of this agreement unless specifically requested. Further, you understand that using your browser's print command and a printer you can print a copy of this agreement.

Keeping Your Account Confidential

Any person who you permit to use your User ID and password has access to your entire account, including the ability to view external accounts enrolled in Finance Manager. We refer to such person as an authorized user and you agree that an authorized user may view external accounts enrolled in Finance Manager.

We have no responsibility for establishing the identity of any person who uses your User ID and Password. You agree that if you give your User ID and Password to anyone or fail to safeguard its secrecy, you do so at your own risk.

Personal Information Protection - In addition to protecting your password and account information, you should also protect your personal identification information, such as your driver's license, Social Security Number, etc. This information, alone or together with information on your account, may allow unauthorized access to your account. It is your responsibility to protect your personal information with the same level of care that you protect your account information.

Interaction

Business Days - Our business days and hours are Monday through Friday from 8 a.m. to 6 p.m. CST and Saturdays from 8:30 a.m. to 12:30 p.m. CST, excluding federal holidays. See our website at www.capitalcu.com for a complete list of branch locations and hours.

Contact Us - You can contact us by

- Visiting one of our branch offices during normal business hours
- Calling us at (920) 494-2828 or (800) 728-4294
- Secure messaging through Online Banking or Mobile Banking
- Emailing us using the "[Contact Us](#)" link on our webpage
- Writing to us at: Capital Credit Union, PO Box 2526 Green Bay WI 54306-2526.

Contacting You - Maintain a current email address with us. This address may be used to contact you in the event of inability to contact you in other conventional methods. You may request changes to the email address by updating your profile within

Online Banking or Mobile Banking, secure messaging us through Online Banking or Mobile Banking, or visiting one of our branches. Failure to maintain a current email or mailing address may result in Online Banking privileges including Finance Manager being cancelled.

We will never contact you by phone or by email and request your Online Banking password, account numbers, or one-time passwords/passcodes. If you are contacted by anyone requesting this information, please contact us immediately by calling (920) 494-2828 or (800) 728-4294.

Liability for Unauthorized Use - Finance Manager

If you authorize someone else to use your password, you are responsible for all transactions which that person initiates at any time, even if the amount of the transaction or number of transactions exceeds what you authorized. You agree to exercise caution when utilizing the Service on your Personal Computer or Wireless Device and to use good judgment and discretion when obtaining or transmitting information.

Your Obligations

When you use your Personal Computer or Wireless Device to access accounts, you agree to the following:

Use of Service - You accept full responsibility for making sure that you understand how to access and use the Service before you actually do so and for using the Service in accordance with this agreement. You also accept full responsibility for making sure that you know how to properly use your Personal Computer, Wireless Device and the software (“Software”) that enables you to access and use the Service. Regardless of any changes we may make in accessing or using the Service, you are responsible for making sure you that you understand how to access and use them. We will not be liable to you for any losses, costs, or damages caused by your failure to properly access or use the Services, your computer or your Wireless Device.

Account Ownership/Accurate Information - You represent that you are the legal owner of the accounts and other financial information that may be accessed via use of the Service. You represent and agree that all information that you may provide to us in connection with any the Service is accurate, current, and complete. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

Proprietary Rights - You may not copy, reproduce, distribute, or create derivative works from the Service or our Web site content. Further, you agree not to reverse engineer or reverse compile any technology relating to the Services, including, but not limited to, any Software or other associated mobile phone applications.

User Conduct - You agree not to use the Service or the content or information delivered through the Service in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (c) violate any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); be false, misleading, or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, unlawfully threatening, or unlawfully harassing; (g) be perceived as illegal, offensive, or objectionable; (h) interfere with or disrupt computer networks connected to the Service; (i) interfere with or disrupt the use of the Service by any other user; or (k) use the Service in such a manner as to gain unauthorized entry or access to the computer systems of others.

No Commercial Use or Re-sale - You agree that the Service is for personal use only. You agree not to resell or make commercial use of the Service.

Miscellaneous Fees and Charges - There are no fees or charges for accessing your account through Finance Manager. Other fees, as described in your account disclosure (your Understanding Your Account *Disclosure*, prior receipt of which you acknowledge), may apply to services you order online. Please see our Fee Schedule for a list of account fees. Please note that fees may be assessed and billed separately by your online service provider, or your cell phone service provider.

Terms and Conditions

Information Authorization - We reserve the right to obtain such additional information as we deem reasonably necessary to ensure that you, or financial institutions holding your accounts, are not using our Service in violation of law, including, but not limited to, laws and regulations designed to prevent “money laundering”. You authorize us to access your personal financial information for each account you request the Credit Union to include in the Service.

Capital Credit Union reserves the right, in its sole discretion, to determine if you are eligible and approved for the Service. We may verify the Accounts you add to the Service. You authorize us to validate the Accounts. We may also verify Accounts by requiring you to submit proof of ownership of the Account.

User Content -Subject to our privacy policy, you agree that we may use, copy, modify, display and distribute any information, data, materials or other content (the “Content”) you provide to us for the purpose of providing the Service, and you hereby give us a license to do so. By submitting Content, you represent that you have the right to grant such Content license to us for the purposes set forth in this Agreement.

Accounts - You understand and agree that, at all times your relationship with us and each Account provider is independent of us and your use of the Service. We will not be liable or responsible for any acts or omissions by the financial institution or other provider of any Account, including without limitation any modification, interruption or discontinuance of any Account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ARE COLLECTING INFORMATION RELATED TO THE SERVICE FROM ANY OF YOUR ACCOUNTS, WE ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. YOU AGREE THAT WE, OUR AFFILIATES AND PARTNERS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU. YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES, OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS; (5) THE ACTIONS OR INACTION OF ANY OTHER FINANCIAL INSTITUTION OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of accounts are eligible for the Service. Be sure to check with your financial institution for restrictions regarding your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from the provider of your Account or those imposed by applicable law.

History - Transaction information may be available for a minimum of 120 days. If you prefer to retain information longer, we recommend that you save your transaction information on a regular basis and download it to a financial software management package.

Limitations - You agree and understand that the Service may not be accessible or may have limited utility over some mobile telephone networks, while roaming or otherwise.

We make no representation that content or use of Finance Manager is available for use in locations outside the United States. Accessing from locations outside of the United States is at your own risk.

Electronic Communications – The Service is an electronic, Internet-based service. Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information (“Communications”) may be provided by electronic means:

- This Agreement and any amendments, modifications or supplements to it.
- Your records of funds transfers and other transactions through the Service, including without limitation confirmations of individual transactions.
- Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by federal or state law.
- Any Member Service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service.
- Any other communication related to the Service.

Although we reserve the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format are considered to be in writing. You should print a paper copy of this Agreement and any electronic Communication that is important to you and retain the copy for your records. If you do not agree to receive this Agreement or the Communications electronically, you may not use the Service.

Privacy Policy and Confidentiality- We regard your privacy and security with the utmost importance, and we are absolutely committed to safeguarding any information that you share with us. In order to provide the Service, we must obtain from you certain personal information about you, your Accounts, and your transactions (referred to herein as “User Information”). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our privacy policy. All of your personal and financial information will be placed on a secure web site.

Suspension and Reinstatement of the Service-In the event that we at any time incur a problem with your use of the Service, including, without limitation, attempting to include Accounts you are not authorized to access, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend or terminate your right to use the Service immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss. In the event of such suspension, you may request reinstatement of the Service by contacting us using any of the methods provided for under the Agreement.

We reserve the right to, at our discretion, grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, we at our sole discretion may thereafter restore your ability to use the Service.

Capital Credit Union reserves the right to terminate this Agreement and your Finance Manager access, in whole or in part, at any time without notice. You agree that we will not be liable to you or any third party for any discontinuance of Services.

Your Responsibility for Errors -You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you. You understand that financial institutions receiving your request for the release of information may rely on such request through the Service. We are not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that, if you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such Account but you acknowledge and agree Capital Credit Union shall have no liability for any and all losses resulting, directly or indirectly, from any of your errors, duplication, ambiguities or misinformation in the information that you provide.

You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

Security Procedures -You understand that the financial institution at which an Account is maintained may contact us to verify the content and authority of instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution such information as may be required to verify the instructions and as may constitute a valid security procedure under the rules governing such Account.

Deviating from Security Procedures -You agree to allow us to authorize any financial institution at which you have an Account to accept instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition, you agree that we may authorize such financial institutions to release your Account information based solely on these communications.

Account Number Policy - If instructions identify a financial institution or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers.

Joint Account Holder - In submitting your application for the Service, you confirm that, if any of your Accounts is a joint account, your joint account holder has consented for you to use your Accounts for the Service. We will end your use of the Service if any joint account holder notifies us that (i) they never consented to your use of our Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

Our Liability - Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to access to or use of the Service. These difficulties may result in loss of data, personalization settings, or other interruptions. Therefore, we shall not be responsible for the timeliness, deletion, misdelivery, or failure to store any user data, communications, or personalization settings in connection with your use of the Service. Further, we shall not be responsible for the operation, security, functionality, or availability of any Wireless Device or mobile network which you utilize to access the Services.

Notwithstanding our efforts to insure that the Service is secure, you acknowledge that the Internet is inherently insecure and that 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 that all data transfers utilizing the Service or email transmitted to and from us, will not be monitored or read by others.

Financial information shown on your Personal Computer or Wireless Device while using Finance Manager reflects the most recent account information available to us, but it may not be current. You agree that we shall not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

We are not responsible or liable for incomplete, incorrect, failed or late Account information due to any other financial institution system failures, errors or mistakes. Except as otherwise required by law, we shall in no other event be liable for any losses, fees, overdraft charges or damages other than those arising from our breach of a representation or warranty provided herein.

You agree that your use of the Service constitutes authorization for us to obtain information related to your Accounts. You understand and agree that we are not liable under any circumstances for any losses or damages, directly or indirectly, if, you suffer a loss based on the accuracy of information provided to you through Finance Manager.

You also understand and agree that we are not responsible to the extent performance is prevented or delayed due to causes beyond such party's reasonable control and without its negligent or willful misconduct, including without limitation acts of God, natural disasters, terrorist acts, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.

Limitation of Warranty and Liability - YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED AS-IS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE WEB SITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS: AND, WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT THE SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification -You agree to indemnify , defend and hold harmless Capital Credit Union, our affiliates, partners, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising directly or indirectly from: (a) your use of the Service; (b) our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, (c) your negligence or intentional conduct; (d) your violation or breach of the terms under this Agreement including, but not limited to, any breach which results in the unauthorized and/or non-permissible use of information obtained via Capital Credit Union's online banking service or Finance Manager; and/or (e) your infringement, or infringement by any other user of your account(s) at our web site, of any intellectual property or other right of any person or entity.

Miscellaneous - You agree to comply with all applicable laws, rules and regulations in relation with Finance Manager. You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability, and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. Our failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Agreement.

General Disclaimer

Capital Credit Union hereby disclaims any warranties, endorsement or representations express or implied, related to any product, service, advertisement or other information contained herein. This includes any content contained, distributed, linked or downloaded from the site. Any products or services from this site are to be used at your own risk, with no obligations or liabilities by Capital Credit Union. It will be within the sole discretion of Capital Credit Union to correct any errors or to omit any portion of the services, products or materials contained herein. This Agreement, any separate instructions, and the applicable fees and charges may be amended by the Credit Union in the future. In the event of amendment, the Credit Union shall send notice to you either by mail to your last known address or transmit such notice of the amendment over the Online Banking or Mobile Banking service. Your use of the Online Banking or Mobile Banking service following the receipt of such notice constitutes acceptance of such amendment. You agree to be bound by and comply with applicable state and federal laws and regulations. These terms and conditions shall be governed by and construed with the laws of the State of Wisconsin.

Lost or Stolen Password - If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, Call us at (920) 494-2828 or (800) 728-4294.

Protecting your privacy is of great importance to your credit union. That's why we have always maintained a strict confidentiality policy to protect not only your financial assets, but your personal information as well. For more information please see our online [Privacy Policy](#).

Security Guidelines - All Authorized Users should sign-off after every Service session; however, online sessions will automatically end after ten (10) minutes of inactivity. This process is to protect you in case you accidentally leave your computer unattended after you log-in.

- The security of public computers (e.g. in a library, or Internet café) cannot be assured; therefore we recommend that you refrain from accessing the Service on a public computer.
- Routinely scan your computer, servers, and electronic media using a reliable virus detection product. Undetected or un-repaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit a virus to other computers.
- Use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- Periodically update your computer operating system and browser for critical security related patches. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service.

Other General Terms

Assignment - You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

No Waiver - The Credit Union and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Wisconsin, without regard to its conflicts of law provisions.

Severability - In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

By checking the 'I Agree' box, I confirm that I accept the terms and conditions and this agreement for the Finance Manager service.

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