



## Online Banking and Mobile Banking Agreement

### Introduction

This Online Banking and Mobile Banking Agreement (Agreement) for accessing your Capital Credit Union (CCU) accounts via Online Banking or Mobile Banking 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. "Agreement" refers to this Online Banking and Mobile Banking Agreement between CCU and a member. "Online Services" refers to online banking, mobile banking, and other financial services as described herein.

The first time you access your CCU account(s) through Online Banking or Mobile Banking 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 Online Services 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 settled in the county in which the Credit Union's headquarters office is located.

You acknowledge electronic receipt of the Online Banking and Mobile Banking Agreement (Agreement) associated with Capital Credit Union's Online Services 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

**Password Protection** - For your protection, a password is required to log onto your account through Online Services. We recommend that you frequently change your password used to access Online Services. We may require password changes periodically. You agree to hold your password in strict confidence and you will notify us immediately if your password is lost or stolen. It is recommended that you memorize your User ID and password and do not write it down. You are responsible for keeping both User ID and account information confidential. For security reasons, accounts that have not been active for 90 days may be disabled from accessing Online Services.

Any person who you permit to use your User ID and password has access to your entire account, including the ability to transfer funds from your savings, checking, money market and loan accounts, and authorize bill payments. We refer to such person as an authorized user and you agree that an authorized user may transfer funds from your savings, checking, money market and loan accounts, and authorize bill payments.

We are entitled to act upon instructions we receive under your User ID and Password and you are liable for all transactions made or authorized with the use of your User ID and Password. 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.

Report any unauthorized transactions as soon as possible.

### 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](http://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 message through Online Banking or Mobile Banking
- Email us using the “Contact Us” link on our webpage
- Write 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 the Online Services, secure messaging us through the Online Services or visiting one of our branches. Failure to maintain a current email or mailing address may result in the Online Services privileges being cancelled.

**We will never contact you by phone or by email to request your online password, account numbers, or temporary codes/passwords. If you are contacted by anyone requesting this information, please contact us immediately by calling (920) 494-2828 or (800) 728-4294.**

### Terms and Conditions

Service Descriptions:

**Online Banking/Mobile Banking** - Online Banking and Mobile Banking are services provided to our members. By using Online Banking or Mobile Banking with your password, you can:

- Transfer funds between your accounts one-time or recurring times, transaction withdrawal limitations apply.
- Obtain account balances.
- Obtain history and transaction information on your accounts.
- Advance funds from certain loan accounts, transaction withdrawal limitations apply.
- Review electronic statements.
- View copies of your checks.
- Correspond securely with the Credit Union.
- Make payments on your Credit Union loans.
- Place stop payment orders.
- Make changes to your profile such as registered e-mail address.
- Create and edit various account alerts.

**SecureNow** – SecureNow is a digital banking security service for identity verification. SecureNow may prompt additional security measures to verify your identity when attempting account changes or transactions. Message and Data rates or charges may apply. Check with your phone carrier for details. Participating carriers include but are not limited to AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, and Verizon Wireless.

**Limitations** - We cannot always foresee or anticipate technical or other difficulties with the Service. These difficulties may result in loss of data, personalization settings or other Service interruptions. Notwithstanding the terms contained herein, with respect to Online Services, we do not assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings.

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

We are not liable for war, acts of government that may restrict or impair use of the Service, hurricanes, floods or other disasters, nor shall we be responsible for any direct, indirect, special or consequential, economic or other damages relating in any way to the foregoing.

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

**Account Access** - Your access to Service will be blocked in the event your User ID and Password are entered incorrectly on three consecutive attempts or if you are unable to correctly enter your one time passcode. If this happens, please call us at **(920) 494-2828** or **(800) 728-4294**.

Services available may be added or canceled at any time. 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. You can use Online Services seven days a week, 24 hours a day. However, from time to time, some or all of our

services may not be available due to system maintenance. During such times, you may call our Phone Banking service. Otherwise, during business hours, you may call our Communication Center or visit one of our branches.

**Confidentiality** - We will disclose information to third parties about your account or the transfers you make only when one of the following conditions exists:

- To conduct normal business such as statement printing
- In order to verify the existence and status of your account(s), such as for a retail merchant or credit reporting agency
- If you give us permission
- When it is necessary to complete or investigate or resolve a problem with a transfer or payment;
- In order to verify the existence and conditions of your account to a third party, such as a credit bureau;
- In order to comply with government agency or court orders, or in connection with fraud prevention or an investigation;
- With our affiliates as permitted under Federal and applicable state laws; or
- On a closed account, if we reasonably believe you have mishandled it

**Documentation** - You will receive monthly account statements. You may elect to receive your monthly statements electronically through our eStatements service. With eStatements, your monthly account statements will be available for you to view and print within our Online Services system. We will send you an email message monthly to notify you when your statements are available.

**Authorizations** - By directing us in conjunction with your User ID and Password, you authorize us to complete the transaction. Any requests or instructions we receive from you through the Service constitute writings with your signature as provided under all applicable law, and shall have the same force and effect as a writing signed by you.

You regard requests for new account services, instructions to change existing account information or services, and other communication received via the Online Services as legal endorsements. As such, all correspondence initiated via the Online Services shall command the legal authority of a written request authorized by your signature.

In the event the funds are not available in your account when making a transfer, you may be charged an Insufficient Funds (NSF) Fee. You understand all fees are subject to change following notice to you. You agree to comply with the terms and conditions. You accept liability for all transactions made by yourself, joint owners or anyone else to whom you might give the security code. You understand that withdrawals and transfers may affect the dividend and interest earned on your account. You are in full control of your account and if at any time you decide to discontinue this service, you must provide the Credit Union with written notice.

**Transaction Modes and Process Dates** - Payments from your credit union checking account(s) may be established either "periodically" or as "automatic" payments. All payments are made periodically unless designated as automatic payments.

- **Periodic Payments** - A periodic payment is established by entering the amount due and due date, specifically for a Payee's individual bill. The processing date for this payment is determined by the system based upon the due date entered.
- **Automatic Payments** - If you designate a payment as an automatic transaction, you request that the transaction be made in the same amount to the same merchant or account as frequently as you determine. These payments will continue until you delete the payee by following the edit/delete commands online. The processing date for this payment is determined by the system based upon the due date entered.

**Limitations on Funds Transfers from Savings and Money Market Accounts** - Pursuant to federal regulations, you are limited as to the number of certain transactions you can make on your savings/money market accounts. You are allowed a combined maximum of six online transfers, telephone transfers, preauthorized transfers, and checks clearing each month from any savings or money market account. Excess transactions may result in fees and/or account closure.

Online transfers include transfers from savings/Money Market to other Capital Credit Union accounts initiated through the Online Services. Telephone transfers include transfers from savings/Money Market to other Capital Credit Union accounts initiated by a personal telephone call. Preauthorized transfers are transfers made according to a specific agreement between a member and us or another party. (Examples of preauthorized transfers are automatic overdraft transfers from savings accounts to other Capital Credit Union accounts, or regular electronic payments from savings made to a third party, such as health clubs, insurance companies, etc.) Check access refers to any checks you write on your Money Market account.

**Preauthorized Payments** - Scheduled transfers through Online Services may be changed or cancelled if you enter the new information at least 30 minutes before the cut off time on the date the transfer is scheduled to occur. Immediate account-to-account transfers cannot be stopped once you confirm the transfer.

#### **External Transfers**

**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 Services 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 Services.

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

**Security Procedures** -You understand that the financial institution at which an external 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 external account.

**Deviating from Security Procedures** -You agree to allow us to authorize any financial institution at which you have an external 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 external account information based solely on these communications.

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

YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ARE COLLECTING INFORMATION RELATED TO THE SERVICES FROM ANY OF YOUR EXTERNAL 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 EXTERNAL ACCOUNTS; (2) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE EXTERNAL ACCOUNTS; (3) ANY CHARGES IMPOSED BY ANY PROVIDER OF EXTERNAL ACCOUNTS; (4) THE ACTIONS OR INACTION OF ANY OTHER FINANCIAL INSTITUTION OR OTHER PROVIDERS OF THE EXTERNAL ACCOUNTS.

Not all types of external accounts are eligible for the Services. 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 external account or those imposed by applicable law.

**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.

**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 Online Services, we must obtain from you certain personal information about you, your external 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 Services** - In the event that we at any time incur a problem with your use of the Services, including, without limitation, attempting to include external 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 Services 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 Services 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 Services. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Services subject to other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Services, we at our sole discretion may thereafter restore your ability to use the Services.

Capital Credit Union reserves the right to terminate this Agreement and your 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. 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 such error 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.

**Examine Your Statement** - You must promptly review your statement upon receipt or frequently review transaction history through Online Banking or Mobile Banking.

**History** - Transaction information for your Capital Credit Union accounts is available for a minimum of 2 years. Transaction history for external accounts may be available for at least 120 days and maximum history may vary between financial institutions and other providers of your external accounts. 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.

**Liability for Failure to Make Transfer** - Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to access to or use of the Services. 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 Services. 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.

Financial information shown on your Personal Computer or Wireless Device while using the Services 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.

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, we will be liable for your related 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 the transfer
- If the transfer would exceed the credit limit on your Line of Credit Loan
- If your loan is delinquent
- If the device you are working from was not working properly and you knew about the problem when you started the transfer
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions taken
- There may be other exceptions stated in our agreement with you

**Liability for Unauthorized Use** - 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 Services 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 Services** - You accept full responsibility for making sure that you understand how to access and use the Services before you actually do so and for using the Services 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 Services. Regardless of any changes we may make in accessing or using the Services, 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 Services. You represent and agree that all information that you may provide to us in connection with any one of the Services 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 Services 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 Services or the content or information delivered through the Services 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 Services 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); (d) 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 Services; (i) interfere with or disrupt the use of the Services by any other user; or (k) use the Services 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 Services are for personal use only. You agree not to resell or make commercial use of the Services.

**Miscellaneous Fees and Charges** - There are no fees or charges that the Credit Union charges for accessing your account through the Online Services. 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.

**Right to Impress a Lien** - The Credit Union shall have a lien or the right to impress a lien on your shares and deposits for sums due the Credit Union. Such a right will not apply to shares or deposits held pursuant to Individual Retirement Accounts, self-employed plans under the Internal Revenue Code, or any other deposits for which lien rights would disqualify said deposits from special benefits or preferences provided under the Internal Revenue code.

**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 Online Services, 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.

**Electronic Communications** - The Online Services are electronic, Internet based- services. 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 Online Services.

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 Online Services.

**Joint Account Holder** - In submitting your application for the Online Services, 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 Online Services. We will end your use of the Online Services if any joint account holder notifies us that (i) they never consented to your use of our Online Services, (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.

Your Failure to comply with these Terms and Conditions may result in you no longer being allowed to use the Services. You understand the importance of your role in preventing misuse of your accounts through the Service and you agree to promptly examine your 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. Notwithstanding our efforts to insure that the Services are 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 Services or email transmitted to and from us, will not be monitored or read by others.

**Our Liability** - Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Capital Credit Union, OR by internet browser providers, OR by internet access providers OR 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, download, use, or maintenance of the equipment, software, Online Services, or internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via Online Services and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security.

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 SERVICES 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 OR THAT THE SERVICES 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 SERVICES, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICES, 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 Service; 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 Online Services. 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. 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. Your use of the Online Services 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.

## **Security**

- To protect your information, we require a 128-bit encryption level to access your accounts. If you are unsure of your encryption level, please check your web browser information. If you determine that your browser does not support 128-bit encryption, you will need to download the latest version of your web browser in order to access the secure pages of the website.
- We also have implemented additional security levels that require you to authenticate yourself by more than one method. This additional authentication will provide additional security protection that will prevent access to your information by others.  
These methods include
  - 1) Security cookies placed on the PC you designate
  - 2) Typing a security code that will change every time you log into the Online Services from a device not designated by you
  - 3) Your CCU User ID. The Username may be between 8-50 characters for new users and may contain the following characters : a-z, A-Z, 0-9, ~!@#%&^\*()\_+={}|:;?.,/  
○ 4) Your Online Services password. The password may be between 10-32 characters and must contain four of the following: upper case letters, lower case letters, numeric digits, and special characters.  
Characters allowed are: a-z, A-Z, 0-9, ~!@#%&^\*()\_+={}|:;?.,/
- Never give your PIN or account number(s) to anyone via phone, email or any unsolicited manner. CCU will never ask for your personal private information in this manner. If you suspect that you may have given your information to someone erroneously, please contact us immediately so we may help you protect your information.
- Multiple attempts at logging in with a wrong PIN will lock your access to Online Services. If this occurs, you may call us and with the proper authentication, we will reset you for continued use.
- For security purposes your session will automatically close after the pre-determined time.
- When you give someone your Online Services ID and PIN, you are authorizing that person to use your service and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even transactions you did not intend or want performed will be authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs 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.

**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](#).

**Additional 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.

### **Electronic Record and Signature Disclosure**

From time to time, Capital Credit Union (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your Online Services account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

**Getting paper copies** - At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. If you wish for us to send you paper copies of any such documents from our office to you, you may incur a fee in accordance with our [Fee Schedule](#) and based on the type of document. You may request delivery of such paper copies from us as described below in "How to contact Capital Credit Union".

You may also print or save this disclosure at the following link – [Electronic Record and Signature Disclosure](#).

**Withdrawing your consent** - If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically as described below in "How to contact Capital Credit Union".

**Notices and disclosures regarding your online services relationship will be sent to you electronically** - Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your Online Services user account required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. Not all required documents may be delivered electronically and any that are not made available electronically will be provided in paper format. You understand that whether any document is provided electronically or in paper format is subject to change without notice. If you do not agree with this process, please let us know as described below in "How to contact Capital Credit Union".

**How to contact Capital Credit Union** - You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

- Via Email using the "Contact Us" link on our webpage
- Via Telephone at (920) 494-2828 or (800) 728-4294
- Secure message through Online Banking or Mobile Banking
- Via Postal Mail at PO Box 2526 Green Bay WI 54306-2526
- In Person at any Capital Credit Union branch

**To advise Capital Credit Union of your new e-mail address** - To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must either visit a Capital Credit Union, update your profile through the Online Services, or send us a secure message through the Online Services.

**Required hardware and software** - To receive Electronic Documents, you must have access to:

- A Current Version (defined below) of an Internet browser (Examples: Google Chrome, Microsoft Internet Explorer, Mozilla® Firefox®, Safari), with permitting JavaScript or cookies when applicable.
- A connection to the Internet,
- A Current Version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader) This is available for free download at [www.adobe.com](http://www.adobe.com), and
- A computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain documents on paper, and electronic storage if you wish to retain documents in electronic form.

You must also have an active email address.

In some cases, a specific type of device that can support a particular software application, including an application intended for particular mobile or handheld devices may be needed.

By “Current Version,” we mean a version of the software that is currently supported by the manufacturer and/or software provider. Further information can be found [here](#).

**Changes to hardware or software requirements** - If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, we will give you notice of the revised hardware or software requirements. Continuing to use Electronic Services after receiving notice of the change is reaffirmation of your consent.

**IMPORTANT- Electronic Fund Transfers Disclosure (Consumer Accounts Only)**

**Applicability** –This Disclosure applies only to electronic funds transfers (EFTs) that debit or credit a Consumer’s checking, savings, or other asset account and are subject to Regulation E. When applicable, we may rely on any exceptions to this Disclosure that are covered in Regulation E. All terms not defined in this Disclosure but defined in Regulation E will have the meaning given in Regulation E.

**Disclosure** – Please read the Electronic Fund Transfers Disclosure, as part of your Understanding Your Account Brochure, at the following link – [ELECTRONIC FUND TRANSFERS DISCLOSURE](#).

CAPITAL CREDIT UNION  
825 MORRIS AVENUE, PO. BOX 2526 GREEN BAY, WI  
Business Days: Monday through Saturday Excluding Federal Holidays  
Phone: 920-494-2828 or 1-800-728-4294

**Acknowledging your access and consent to receive materials electronically** - To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access.

**By checking the 'I Agree' box, I confirm that:**

I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF [ELECTRONIC RECORD AND SIGNATURE DISCLOSURES](#) document; and I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and Until or unless I notify Capital Credit Union as described above, I consent to receive from exclusively through electronic means notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Capital Credit Union during the course of my Online Services relationship with you and I agree to the terms and conditions of this Online Banking and Mobile Banking Agreement.

Rev. 2/5/2020