# Connexus Credit Union Online and Mobile Banking Service Agreement and Disclosures

## I. Online Banking Service Agreement

This Connexus Credit Union Online Banking Service agreement ("Agreement") is between Connexus Credit Union (hereinafter "we, us, our, or Credit Union"), and each member who has enrolled in the Connexus Credit Union Online Banking Service ("Service"), together with any person who is authorized by a member to use or access the member's Connexus Credit Union Online Banking Service (hereinafter referred together as "you, your or yours.").

Please read this entire Agreement carefully before using the Service. We recommend that you print or save a copy of this Agreement and any communication you receive from Connexus and retain a copy for your records.

You understand that by "accepting" below, using or continuing to use these services, you agree to the terms and conditions of this Agreement, including any instructions provided in connection with the services as modified from time to time. You warrant and agree that you will not use Credit Union accounts or services, including but not limited to loans, to make or facilitate any illegal Transaction(s) as determined by applicable law; and that any such use, including any authorized use, will constitute a breach of this Agreement. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You further agree to indemnify and hold the Credit Union harmless from any suits, liability, loss, damages or adverse action of any kind that results directly or indirectly from such use.

We may, at any time, and at our sole discretion, make changes to the Service and this Agreement, provided, however, that we will give you prior notice of any changes, as may be required by applicable laws and regulations. Use of the Service after any such changes, constitutes your agreement to changes.

## II. Mobile Banking Service Agreement

Eligible Members can enroll in Mobile Banking, which allows you to access your account and perform select financial transactions and other activities from a mobile device either via the mobile app or through a web browser. Mobile deposit is only available to eligible members via the Connexus mobile app. These activities may include viewing account information, savings goals and budgets, bill payment, mobile deposits, transfers, and ATM locator services.

Logging in to Mobile Banking may only be completed after a successful login to the Connexus Credit Union Online Banking Service via your computer using one of the methods of Multi-factor Authentication or layered security mentioned in this agreement.

We are not responsible for fees or charges from your mobile phone/device provider. Wireless carrier fees may apply.

# **Definitions**

Unless otherwise defined herein, the definitions contained in the Membership Agreement shall be applicable to this Agreement.

**Access Device** means any card, code, password, personal identification number or other means or access that we issue to you to allow you to access and/or use any account or service.

**Account** means a checking, savings, certificate, or other asset or credit (loan, credit card, etc.) account that you have with us for personal, family or household use as more fully described in the Membership Agreement.

**Account Access** means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.

Agent refers to the third party online banking service provider.

**Authorized User** means any person who has actual, implied or apparent authority, or who any owner has given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.

Business Day means Monday through Friday excluding Federal and Connexus Credit Union holidays.

**Communication Delivery and Receipt** - All Service communications sent electronically will be deemed to have been received by you when sent, whether or not you viewed or received the Communication. An email Communication is considered to be sent at the time it is directed by our e-mail server to the e-mail address on record.

**Content** refers to any personal or transaction information, data, or other content provided by you or that we obtained about you in accordance with the terms of this Agreement in connection with your use of the Service.

**Electronic** means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

**Electronic Communications ("Communication(s)")** refers to this Agreement and any amendments, modifications or supplements, emails, text messages, web page content and any other information as it relates to the Service. It may also include any initial, periodic, or other disclosures and notices provided in connection with the Service, including without limitation those required by Federal or state law and any member account or services communications, including, without limitation, communications with respect to claims of error or unauthorized use of the Service.

**Eligible Account** refers to a Basic Savings or other account at the Credit Union held by an Eligible Member that may be used in connection with an applicable feature or service (e.g., bill payment).

**Eligible Member** refers to any member in good standing (as determined by the Credit Union) with a Basic Savings account. Decisions regarding continuation of the Service are made at the sole discretion of the Credit Union. There may be additional eligibility and/or enrollment requirements for other accounts, features and services offered within the Service. Those requirements may be found either in the

itemized sections included in this Agreement, as amended from time to time, or in separate agreements and disclosures we may provide to you.

**Login Credentials** are Login IDs, passwords, Multi-Factor Authentication ("MFA"), challenge questions, and/or other requirements that you must employ to gain access to any components of the Service.

**Member Center ("MC")** refers to the live support services we offer to Connexus members. MC can be reached via phone at (800) 845-5025 or (715) 847-4700 on Monday through Wednesday and Friday from 7:00 a.m. – 5:00 p.m. and Thursday from 9:00 a.m. – 5:00 p.m. CT (excluding applicable Federal or Credit Union holidays), or via Secured Message via the Service.

**Mobile Banking Service** refers to any/all mobile banking services accessed via your supported mobile device. This may include account information, savings goals and budgets, bill payment, mobile deposits, transfers, and ATM locator services.

**Mobile Deposit** refers to the secure service of depositing a check via the Connexus mobile app.

**Transfers** are deposits to and/or withdrawals from or between authorized Connexus accounts, loan and credit card payments, and external transfers to/from other U.S. financial institutions to accounts for which you are the owner.

**Transaction or transactions** means any deposit, order, payment, transfer, withdrawal or other instruction relating to any account or account services provided by the Credit Union.

Online Banking Service (the "Service") refers to any/all online banking services accessed via the Connexus website.

**Connexus (the "Credit Union")** refers to Connexus Credit Union and includes any directors, officers, employees, contractors, agents or licensees. Additionally, the words "the Credit Union", "we", "us", "our" and any other variation thereof, refer to Connexus Credit Union.

**Personal Identification Number or PIN** means the confidential identification number or other code including password assigned to you by us or selected by you for identification purposes in connection with the use of the Connexus Credit Union's Online Banking Service.

**Secure Message** refers to the secured email messages delivered to and received from you and us once logged into the Service.

**You or Yours** refers to the Eligible Member using the Service.

## **Eligibility**

Any Eligible Member, in good standing, may enroll in and use the Service.

### **User Materials**

Before you initiate your first Transaction, you agree to familiarize yourself with the Service by reading the instructions provided to you either on paper or electronically. You agree that the information contained in the instructions and any updates to it are part of this Agreement.

## III. Setup and Use of Connexus Credit Union's Online Banking Service

## Access to the Connexus Credit Union Online Banking Service

The Connexus Credit Union Online Banking Service is generally accessible 24 hours a day, seven days a week, however, at certain times, some or all of the Service may not be available due to system maintenance or other unforeseeable problems.

We may modify, suspend, or terminate access to the Service at any time and for any reason without notice or refund of fees you've paid.

## **Account Access**

You can access all of your Accounts at the Credit Union (with the exception of credit cards and some mortgage loans where service is released) through the Service. We will provide you with instructions on how to set up the Service. These instructions are incorporated herein by reference and constitute part of this Agreement.

When using the Service, you must, when prompted, enter your Login Credentials. By entering the correct information you will have direct access to your Credit Union accounts. If you authorize anyone to use your Connexus Credit Union Online Banking password or PIN in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your Connexus Credit Union Online Banking password or PIN immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your Connexus Credit Union Online Banking password or PIN is changed. If you fail to maintain or change the security of your Connexus Credit Union Online Banking password or PIN and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

#### **Equipment Requirements**

In order to use the Service, you must have a personal computer, operating system and telecommunications connections to the Internet and capable of supporting the below requirements. You are responsible for providing any equipment, services or advice related to equipment necessary to interface with the Credit Union's or our Agent's system. Neither the Credit Union or Agent are responsible for any error in connections, transmissions or otherwise regarding any system, software, entries or instructions.

These hardware and software requirements may change from time to time with advances in technology and upgrades to the Service.

- An Internet browser that is compatible with the Service's supported browsers;
- An e-mail account and e-mail software capable of retrieving, reading and responding to emails;
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit;

In an effort to provide the highest degree of confidentiality and security, we require the use of a browser that provides encryption using a 128-bit key. The higher the level of encryption, the harder it is for unauthorized people to read your information. We recommend you protect your valuable financial information by using the most secure encryption available. The Credit Union is not liable for losses resulting from the use of 40-bit encryption. If you elect to use the 40-bit browser, this implies your acceptance of that risk.

## IV. Connexus Credit Union Online Banking Services

### **Online Banking Services Available**

### **Account Access.**

You can use the Connexus Credit Union Online Banking Service to access your accounts with us. The Service allows you to:

- See a summary of your accounts.
- View Account balances.
- Review recent transactions.
- Transfer funds between Accounts.
- Transfer money to pay balances on Accounts with us.
- Request a check from your account.
- Apply for a loan.
- Re-order checks for your checking Account.
- Change your password for the Service.
- Receive and send electronic messages to the Credit Union. You understand that we may not immediately receive e-mail communications that you send and will not take action based upon e-mail requests until we actually receive your message and have reasonable opportunity to act. If you need to contact the Credit Union immediately, you may call (800) 845-5025 on Monday through Wednesday and Friday from 7:00 a.m. 5:00 p.m. and Thursday from 9:00 a.m. 5:00 p.m. CT (excluding applicable Federal or Credit Union holidays). You understand that we may require that you document any oral request in writing before taking some actions.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures, as applicable.

# Additional Information about the Connexus Credit Union Online Banking Service

## **Account Access**

You may transfer funds through the Service in any amount between \$.01 and \$9,999.99.

### **Processing Fund Transfers**

We can process a fund transfer immediately if sufficient funds are available in your account. When you schedule a funds transfer using the Service, you authorize us to withdraw the necessary funds from your account with us. We deduct the amount of your funds transfer from your account on the date we process your instruction.

# **Canceling Fund Transfers**

You may cancel a pending fund transfer transaction. However, to do so, we must receive your instruction to cancel prior to the cutoff time on the date the transaction is scheduled to be processed. If we don't receive your instruction to cancel a transaction before that time, we may process the transaction.

### **Documentation**

Transfers and withdrawals transacted through the Service will be recorded on your periodic statement which will be sent by mail or electronically if you have requested an electronic statement. A monthly account statement will be made available to you, unless there are no transactions in a particular month. In any case, a statement will be made available to you on all your accounts at least quarterly. Transactions are also available within the 'Transactions' tab in the 'Account' page of the Service.

### V. Fees

There are certain charges for the Service as set forth below. From time to time, the charges may be changed. We will notify you of any changes as required by law. Please refer to the Credit Union Rate Sheet and Fee Schedule.

The Service is currently free to all members. You should note that, you may incur other charges. These include charges for:

- normal checking and savings account fees and service charges;
- long-distance, toll or other telecommunications charges; and
- internet service provider fees.

# VI. Limitations of the Credit Union's Responsibilities

# **Our Liability**

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, Credit Union, or by Internet browser providers, or by Internet access providers or by the 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, the Service, or Internet browser or access software.

In this regard, although we have taken measures to provide security for communications from you to us via the Service and may have referred to such communications as "secured", we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law.

The Credit Union will not be liable for the following:

- 1. If, through no fault of ours, you do not have enough money in your Account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable.
- 2. If you used the wrong security code or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer transactions.
- 3. If your computer fails or malfunctions or the phone or cable lines or Credit Union computer system was not properly working and such problem should have been apparent when you attempted such transaction.
- 4. If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- 5. If the funds in your account are subject to an administrative hold, legal process, or other claim.

- 6. If you have not given the Credit Union complete, correct, and current instructions so the Credit Union can process a transfer.
- 7. If, through no fault of ours, a funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- 8. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus, or problems related to software not provided by the Credit Union.
- 9. If there are other exceptions as established by the Credit Union.

# VII. Member Rights and Liability

## **Privacy and Confidentiality**

We regard your privacy and security with the utmost importance and are committed to safeguarding any information that you share with us. In order to provide the Service, we must obtain from you certain personal information regarding your accounts and financial relationships at the time of enrollment. Please view the Connexus Credit Union Privacy Policy for more information on the Credit Union's privacy agreement.

We will collect only such information as you knowingly provide to us or specifically authorize us to obtain on your behalf. Our priority is to keep this information secure and to use it only as you authorize us. This information is necessary to create your user profile, which allows you to access the Service. However, we may disclose personal information about you to third parties in certain instances:

- 1. If we have entered into an agreement with another party to provide any of the Connexus Credit Union Online Banking Service. In this case, we will provide that party with information about your Account, your Transfers, and your communications with us in order to carry out your instructions;
- 2. If it is necessary for completing Transfers or otherwise carrying out your instructions;
- 3. In order to comply with applicable laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information; or
- 4. If you otherwise give us your specific permission.

You are responsible for all transfers you authorize using the Service under this Agreement. If you permit other persons to use your Connexus Credit Union Online Banking password or PIN, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your password or PIN and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down.

For Connexus Credit Union Online Banking transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

## In Case of Errors or Questions About Your Statement

If you think there is an error on your statement, or if you need more information about a transaction on this statement, write us (on a separate sheet) at the address on the front of your statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

## In your letter, provide the following information:

- 1. Your name and account number.
- 2. The dollar amount of the suspected error.
- 3. Describe the error and why you believe it is a mistake.

## While we investigate whether or not there has been an error, the following are true:

We cannot try to collect the amount in question, or report you as delinquent on that amount. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. However, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount. While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

We can apply any unpaid amount against your credit limit.

### In case of Errors or Questions About Your Electronic Transfers

Call us or write us at the telephone number or address listed on this statement, as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- 1. Tell us your name and account number (if any).
- 2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (5 business days for ATM/debit card point-of-sale transactions and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however we may take up to 45 days (90 days if the transfer involved a new account, point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this we will credit your account within 10 business days (5 business days for ATM/debit card point-of-sale transactions and 20 business days if the transfer involved a new account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. We will tell you the results within three business days after completing our investigation. If we decide 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.

### If you have a HELOC or Line of Credit Loan

The balances of each such loan at the beginning of the statement period, after each new loan advance (if any), after each payment or credit (if any), and at the end of the statement period are shown in the column titled "Balance." The FINANCE CHARGE shown on the statement is computed on one or more of these balances (except closing balance) at the (daily) periodic rate and ANNUAL PERCENTAGE RATE printed in the statement summary. Each such balance figure is determined by adding to the last prior balance of a loan account the amount of a new advance on that account, or by deducting from such last prior balance the part of a loan payment or credit on that account that is allocated to reduction of principal. The FINANCE CHARGE shown on the statement is computed by multiplying the (daily) periodic rate times each such balance figure times the number of days that figure is outstanding.

## In Case of Errors or Questions About Your Mortgage Loan

If you think there is an error relating to the servicing of your mortgage loan, or if you need more information about the servicing of your mortgage loan, write us (on a separate sheet) 'Attn: Error Resolution' at the address on the front of your statement. You must notify us of any potential errors in writing. You may call us, however if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

In your letter, provide the following information:

- 1. Your name.
- 2. Your member number and loan number.
- 3. Describe the error or provide a statement of the information you are requesting.

## VIII. Termination

The Service will remain in effect until terminated by you or us. You may cancel the Service at any time by notifying us of your intent to cancel via the information below.

Address: Connexus Credit Union Phone: (800) 845-5025

PO Box 8026

Wausau, WI 54402-8026 Email: <a href="mailto:info@connexuscu.org">info@connexuscu.org</a>

# IX. Changes in Terms and Other Amendments

The Credit Union may change the Service and the terms, including fees, set forth in this Agreement at any time. You will be notified of any such change as required by applicable law, either by mail or by an electronic message. Your use of these services after any such change will evidence your agreement to any changes. Rejection of the new, modified or amended terms will constitute your termination/cancellation of any services provided pursuant to this Agreement. Upon such termination/cancellation you will remain responsible to pay any sums owed to us pursuant to your existing Agreements with us.

### X. Other Provisions

#### **Enforcement**

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the State of Wisconsin as

applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Wisconsin law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

## **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin and federal law, as applicable without giving effect to its conflict of law provisions of your actual state or country of residence. If either Connexus or I have any dispute or disagreement with the other regarding the Agreement that we cannot resolve amicably, both parties agree that the sole and exclusive remedy shall be binding arbitration in Wisconsin in accordance with the rules and procedures of the American Arbitration Association then in effect.

## **Hours of Operation**

Our representatives are available to assist you Monday through Wednesday and Friday from 7:00 a.m. – 5:00 p.m. and Thursday from 9:00 a.m. – 5:00 p.m. CT by calling (800) 845-5025 (excluding applicable Federal or Credit Union holidays).

## **Geographic Restrictions**

The Connexus Credit Union Online Banking Service described in this Agreement and any application for consumer credit and deposit services available at our website are solely offered to citizens and residents of the United States of America. Citizens and residents may not be able to access the Service outside the United States of America or Puerto Rico.

### **Scope of Agreement**

This Agreement and the Membership Agreement represents our complete agreement with you relating to our provision of the Connexus Credit Union Online Banking Service. No other statement, oral or written, including language contained in our Website, unless otherwise noted, is part of this Agreement.