

Online Account Access Terms & Conditions

In this agreement “you”, “your”, and “yours” refers to each of you that will be using the CHIVAHO FEDERAL CREDIT UNION Online Account Access services described in this agreement. “We”, “us”, “our”, and “Credit Union” refers to CHIVAHO FEDERAL CREDIT UNION. “Account” refers to the deposit accounts you have designated in your application for Credit Union Online Account Access Services and any overdraft account associated with your designated deposit accounts.

This agreement contains the terms and conditions governing the Credit Union Online Account Access Services for which you have applied. The Credit Union Online Account Access Service (the “Service”) is an electronic banking and information service, which permits you through the use of the World Wide Web and your personal computer, smartphone or tablet to access your Accounts and make payments through the Internet, using a browser.

1. Use of the Service. To become eligible to use the Credit Union Online Account Access Service, can be completed several ways. You as the member with an existing account may enroll using the Online Banking self-enrollment process by providing qualifying details that match the data we have on file. Another option is to request Online Banking services with our staff, you will be enrolled on an individual basis and will execute an Electronic Funds Transfer Agreement and Application (“Funds Transfer Agreement”). A password (“Password”) will be selected by you the member. Upon enrollment and after the Password has been entered into the Chivaho Online Banking System, Chivaho staff will not be able to retrieve the Password. You will have the option to change Passwords at his or her discretion. Only authorized signatories on a member account will be authorized by Chivaho to use the Online Banking system.

2. Deposit and Credit Agreements. The terms and conditions in this Agreement are in addition to any deposit account or designated overdraft account or other agreement you have with us relating to your accounts, including any disclosures made pursuant to such agreements. You must maintain your accounts in good standing with the Credit Union in order to perform transactions through those accounts under the Service.

3. Equipment Requirements. In this Agreement, the term “Computer, smartphone or tablet shall mean your computer and any other equipment necessary to access the Service. The installation, maintenance, and operation of your equipment, including, but not limited to, your computer, and internet access is your responsibility. We are not responsible for any errors or failures from any malfunction of your computer, and we are not responsible for any computer virus or related problems that may be associated with the use of the Service.

WE DISCLAIM ALL WARRANTIES REGARDING YOUR USE OF THE SERVICE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Your personal software may include other functions and features (such as Internet banking, budgeting, and mortgage comparisons), which are not associated with the Service, and we are not responsible for them either.

You agree that we are not responsible for any failure or loss caused if any financial software you use or any of your hardware or software is not compatible with our system.

4. Description of the Service. The Service allows you to perform some or all the following functions for your designated Accounts:

- Obtain account balances and transaction information from your deposit Accounts
- Transfer funds between your deposit Accounts
- Make payments to any person or business (a “payee”) in the United States (except as provided in (i) below)
- Schedule and make future payments
- Setup automatic, recurring future payments
- Review, change and cancel payments that have not been made
- Send electronic mail (“e-mail”) to us

- Inquire about specific payments. These features of the Service are limited by and subject to the terms set forth below:
 - (a) Payments to merchants and other third-party payees may be made only from your designated checking or share accounts within your application for the Service.
 - (b) Transfers between other checking and statement savings accounts that you have at the Credit Union may only be made between accounts that you have designated on your application and that have identical account ownership. Any other payments to an account at the Credit Union will be treated as a third-party payment.
 - (c) Transfers are subject to funds availability
 - (d) e-Mail sent by you will not be immediately received by us. See Section 9 if you need to contact us immediately (for example, to report an unauthorized transaction from an account, to stop payment on a check, to report a lost or stolen credit card). No action will be made on your e-mail request until we receive your message and have a reasonable opportunity to act. You cannot use e-mail to transfer funds between accounts or to conduct transactions. You must follow the instructions for the Service to accomplish these activities.
 - (e) For security reasons, we may limit the frequency and dollar amount of transactions from your account.
 - (f) After we receive your authorization for payment to a payee, the payment amount will be debited from your Account. The payment will then be made either by transferring funds electronically to the payee or by sending a check to the payee. By authorizing a payment, you authorize us to debit your Account for the payment amount. We may honor payment requests through the Service, checks, electronic payments, withdrawal tickets or instruments drawn on your Account in any order which we decide. You must have enough available funds (as described in our Funds Availability Policy) in your Account to complete the payment and should be aware that other transactions (such as ATM, Point of Sale, or in-branch withdrawals) may affect your Account balances.
 - (g) Your bill payment instructions should be received at least five (5) business days before the business day on which a payment is to be made, except those payees who may be paid within two (2) days (as indicated on the Bill Payee Screen) should be entered and transmitted at least two (2) business days before the business day on which a payment is to be made. In order for a payment instruction to be considered received on a specified date, it must be received prior to midnight (Eastern Standard Time). Payment instructions received on weekends or holidays will be considered received on the next business day. We are not responsible for delays in delivery of payments caused by the U.S. Postal Service, so you must authorize your bill payment in such a manner that your payments will be made on time. Any late payment or finance charges that may be imposed as a result of your failure to transmit payment instructions at least two (2) or five (5) business days, as applicable, before a payment is to be made will be your responsibility. Our responsibility for any late payment or finance charges is limited by Section 10.

For each properly initiated payment to a third-party payee or transfer to a designated account you will receive a transaction confirmation number (“Confirmation Number”). Your failure to receive a Confirmation Number serves as notification to you that your payment or transfer instruction has not been transmitted. You may retry to make the payment at a later time.

Unless you receive a Confirmation Number, we shall not be liable for any failure to make a payment and/or transfer, including any finance charges or late fees incurred as a result of the payment not being made.
 - (h) Only payees with United States addresses may be paid using the Service. We reserve the right to refuse to pay certain payees. Payment of taxes, court-directed payments, and payments to government agencies through the Service is prohibited.
 - (i) The Service may be used to authorize automatic recurring payments of recurring bills. These payments must be for the same amount each month and they will be paid on the same calendar day of each month, or on the preceding business day if the regular payment day falls on a weekend or holiday.
 - (j) When you have entered and transmitted a payment instruction, you authorize us to reduce the Account accordingly. If the available balance in the Account including an overdraft line of credit is not sufficient to make the payment, we will refuse to pay the item. We reserve the right to refuse to honor payment requests that reasonably appear to us to be fraudulent or erroneous.
 - (k) The following steps may be taken to void or stop bill payments:

(i) **Canceling Payments.** If you have transmitted a payment request, you may use the Service to cancel the payment (if, for example, a payment date or a payment amount is incorrect) if the request is transmitted one (1) business day before the day on which the payment is scheduled to be made. The day on which the payment is scheduled to be made is that day which is (5) business days or two (2) business days before the payment is due, as explained in Section 4(j) above. You will be responsible for the payment if your voiding request is not received at least one business day before the day the payment is to be made. Once the payment is made, the funds will be debited from your Account, and you will not be able to stop the payment.

(ii) **Stopping Regular and Automatic Recurring Payments.** If you do not have access the Service to cancel a payment as described in (i) above, and you wish to stop payment, call, or write to us at the phone number or address set forth in Section 9 in time for us to receive your request one (1) business day or more before the payment is scheduled to be made. If you call, we will also require you to put your request in writing and get it to us within 14 calendar days after you call. We will charge your account our regular fee for each stop payment order you give. We will not be responsible for failing to act on a stop payment if you do not give us the payee information or if we do not have a reasonable opportunity to honor the stop payment order.

(iii) **Liability for Failure to Stop Payment of Automatic Recurring Payments** If you have cancelled a payment using the Service (and received confirmation that the transaction was cancelled), or if you otherwise order us to stop one of your automatic recurring payments, one (1) business day or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. We are not responsible for any indirect, incidental, special or consequential damages if our failure was not intentional and resulted from a bona fide error, notwithstanding our procedures to avoid such error.

(l) We may modify the Service from time to time in accordance with applicable law. Additional services or accounts may become accessible through the Service in the future.

As each becomes available you will be provided with a description of each such service or account and fees and will be given the opportunity to access each through the Service. Your use of these new services or accounts shall mean that you agree to any additional terms and conditions as well as payment of fees. Also, we reserve the right to delete or modify any services or accounts from the Service.

5. Password and User ID. You will select a Username and a unique Password the first time you use the service. You agree to keep your Username and Password confidential to prevent unauthorized access to your Accounts and to prevent unauthorized use of the Service. Your use of the Service may be revoked or canceled at any time without giving you prior notice to assist us in maintaining the security of your Accounts. The Username and Password are used to identify you as an authorized user of the Service. You also agree not to reveal your Username and Password to any person. If you believe that the secrecy of your Username and Password have been compromised, you should call us AT ONCE at the telephone number listed in Section 9.

6. Periodic Statements. Your periodic statements for your Accounts will include any transfers or bill payments you authorize using the Service, as well as your other account activity. We elect not to return your checks to you with your statement.

7. Business Days and Hours of Operation. For the purposes of this Agreement, our business days include every day other than Saturday, Sunday or one of the federal and state holidays. The Service can only make transfers and bill payments on business days although you may use your computer to access the Service, 24 hours a day, seven days a week, except during any special maintenance periods. We will attempt to schedule any maintenance after our normal business hours.

8. Your Liability. You are responsible for all transfers and bill payments you authorize using the Service. If, contrary to Section 5 of this agreement, you permit other persons to use the Service or your Username and Password, you are responsible for any transactions they authorize from your Accounts.

Also, if your statement shows transfers from a deposit Account that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any

money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

9. Contacts in Event of Lost or Stolen Password or Unauthorized Transactions. If you believe that your Password has been lost or stolen or that someone transferred or may transfer money from your account without your permission, call our Member Services Department immediately at: 1-866-695-4142

Or write us at:

Chivaho Federal Credit Union
190 N Bridge ST
Chillicothe, OH 45601

10. Our Liability. We will be responsible for your actual losses if they were directly caused by our failure to complete a transfer to or from your Accounts on time or in the correct amount according to our agreements with you. However, there are some exceptions. We will not be liable, for instance:

- (a) If, through no fault of ours, you do not have enough money in your Account to complete a transaction from that Account, or if withdrawals from any of your Accounts have been prohibited by a court order such as a garnishment or other legal process, or if that account has been closed.
- (b) If the transfer or bill payment would cause a negative balance in your account.
- (c) If you have not properly followed the Service's instructions on how to make a transfer or bill payment or if your computer or other equipment fails or malfunctions.
- (d) If you have not given us complete, correct, and current instructions so that we can make a transfer or bill payment.
- (e) If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due.
- (f) If we make a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt.
- (g) If we have reason to believe that a transaction has not been properly authenticated or is fraudulent.
- (h) If the Service was not working properly and you knew or should have known about the breakdown when you attempted to authorize a transfer or bill payment.
- (i) If circumstances beyond our control prevent the making of a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include delays or losses of payments caused by the U.S. Postal Service, equipment failure or breakdown, acts of God or other conditions beyond our control. We will be responsible for acting only on those instructions sent through the Service, which we receive.
- (j) For other exceptions to our liability as stated in our Electronic Funds Transfer Agreement.
- (k) The Credit Union's sole responsibility for an error in a transfer will be to correct the error, but in no case shall the Credit Union be liable for any indirect, incidental, special or consequential damages, except to the extent such limitation of liability is not permitted by law.

11. Error Resolution. In case of errors or questions about your transactions through Service, contact us immediately.

Telephone us at:

1-866-695-4142

Or write to us at: Chivaho Federal Credit Union

190 N Bridge St.

Chillicothe, OH 45601

12. Mobile Access is inclusive of the terms and conditions of the Electronic Funds Transfer Disclosure including but not limited to transaction limits, transaction processing and system availability.

Mobile Banking Requirements & Limitations

* Your mobile device must be on the list of supported devices

* The account balances presented to you in Mobile Banking are not necessarily your current balances. If you attempt to make a payment or transfer to be executed immediately, your current balance will be obtained to ensure that you have proper funds for the payment or transfer.

13. Online Banking through Enhanced Software Products and Bill Payment through Allied Payment Network®

Online Banking and Bill Payment is inclusive of the terms and conditions of the Electronic Funds Transfer Disclosure including but not limited to transaction limits, transaction processing and system availability.