

# Central Virginia Federal Credit Union Internet Banking Agreement and Disclosure Notice

This Agreement governs the use of Central Virginia Federal Credit Union's Internet Banking Service, referred to as "cuOnline". By using the cuOnline to conduct transactions, you agree to the terms of this Agreement.

## Definitions

As used in this Agreement, "account" and "accounts" mean the Central Virginia Federal Credit Union account in which you are either the owner or joint owner. "Loan account" and "loan accounts" mean any loan you have with the Central Virginia Federal Credit Union. "You", "your", and "yours" mean the person(s) using cuOnline. "We", "our", "us", and "Financial Institution" refer to the individual Financial Institution Central Virginia Federal Credit Union that holds your accounts.

## Deposit and Credit Agreements

The terms and conditions in this Agreement shall have priority and take precedence over an existing terms and conditions in existing account and loan agreements you have with us in the event of a conflict.

## Required Equipment

In order to use cuOnline, you need a computer (in this Agreement your computer and related equipment are referred to as your "Computer") with a web browser (either Firefox 3.0 or higher, Microsoft Internet Explorer 7.0 or higher), your member number, and your cuOnline password. The password is a confidential password that you will use to access your account(s) through cuOnline.

You are responsible for the installation, maintenance and operation of your computer, browser and software. Central Virginia Federal Credit Union is not responsible for any errors or failures from any malfunction of your computer, the browser or the software. Additionally, Central Virginia Federal Credit Union is not responsible for any computer virus or related problems that may be associated with the use of an online system.

## The cuOnline Service

To use cuOnline, you must have at least one Central Virginia Federal Credit Union account and a cuOnline password. Through cuOnline, you will have access to any of your Central Virginia Federal Credit Union share or loan accounts. Central Virginia Federal Credit Union reserves the right to deny access to a deposit account or loan account or to deny transactions under certain circumstances.

## **Description of cuOnline**

cuOnline allows you to perform some or all of the following functions from your computer:

### **Online Account Access Functions and Limitations of Transfers**

You may use cuOnline to (a) transfer funds between your accounts; (b) obtain account balances; (c) obtain history and transaction information on your accounts; and (d) obtain loan account balance information. These features are limited to the extent, and subject to the terms, noted below.

i. Your ability to transfer funds between certain accounts is limited by federal law and Central Virginia Federal Credit Unions Fine Print Account Disclosures. You should refer to the Fine Print for legal restrictions and service fees applicable for excessive withdrawals or transfers. Transfers made using cuOnline are counted against the permissible number in the Fine Print.

ii. There may be at least a one-business-day delay in transferring funds between your accounts. Except as provided in this Agreement, all cuOnline instructions received by 6:00 pm EST will be completed that business day. Any instruction received after 6:00 pm EST will be completed the next business day.

iii. Transaction information for your accounts will be available from "cuOnline" for a maximum of two statement cycles from the date of inquiry.

## **Password and Security**

Your password is required to access cuOnline functions. You agree not to give or make available your password to any unauthorized individual. If you believe your password has been lost or stolen, someone has attempted to use cuOnline without your consent, your deposit account(s) or loan account(s) have been accessed, or someone has transferred money without your permission, you must notify Central Virginia Federal Credit Union immediately. Contact information is listed below. Central Virginia Federal Credit Union does not maintain a record of your password. If you lose or forget your password, contact Central Virginia Federal Credit Union immediately so that you may obtain a new confidential password.

## **Your Liability for Unauthorized Transfer**

Tell us AT ONCE if you believe your account information and/or password have been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit and open-end credit). If you believe your account information and/or password has been lost or stolen and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your account information and/or password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your account information and/or password, and we can prove that we could have stopped someone from using your account and/or

password without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers 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 notified us in time.

## **Errors and Questions**

Telephone us as soon as you can if you think your statement or receipt 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. Your inquiry must include:

1. Your name and account number,
2. A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need more information,
3. The dollar amount of the suspected error, and
4. The date of the occurrence.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will generally tell you the results of our investigation within 1 days of the receipt of your complaint or question (20 business days if the transaction involved an account opened within the past 30 days). If we decide there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies the documents that we used in our investigation.

## **Data Recording**

When you access cuOnline to conduct transactions, the information you enter may be recorded. By using cuOnline you consent to such recording.

## **No Signature Required**

When you access cuOnline to conduct transactions, you agree that Central Virginia Federal Credit Union may debit your account to complete the transactions, or honor debits you have not signed.

## **Disclosure of Account Information to Third Parties**

We will disclose information to third parties about your account or transfers you made:

1. When it is necessary to complete the transfers;
2. In order to verify the existence and conditions of your account for a third party, such as a credit bureau or merchant;

3. In order to comply with a government agency or court orders; or
4. If you give us written permission.

## **Charges**

You will not be charged for the "view accounts" or "transfer funds" features of cuOnline. NOTE: Your deposit and loan accounts are still subject to the fees, charges, balance requirements, etc. as defined in the Truth in Savings Agreement, Fine Print and Loan Agreements.

## **Alterations and Amendments**

The terms of this Agreement, applicable fees, and service charges may be altered or amended by Central Virginia Federal Credit Union from time to time. In such event, Central Virginia Federal Credit Union shall send notice to you either at your address as it appears on our records or by online notice through cuOnline. Any continuation of cuOnline after Central Virginia Federal Credit Union sends you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the cuOnline program, services and/or related material(s) rendering such prior versions obsolete. Consequently, Central Virginia Federal Credit Union reserves the right to terminate this Agreement as to all such prior versions of the cuOnline programs, services, and/or related material(s) and limit access to cuOnline's more recent versions and updates.

## **Address Changes**

You agree to promptly notify Central Virginia Federal Credit Union, in writing, of any address change.

## **Termination or Discontinuation**

Termination of cuOnline by you is done by not accessing or using the Service. However, any transactions or payments you have previously authorized will be completed as instructed. Neither termination or discontinuation shall affect your liability or obligation under this agreement.

## **Payee Limitation**

Central Virginia Federal Credit Union reserves the right to impose a frequency or dollar limit or refuse to make any payment you have directed. We are obligated to notify you promptly if we decide to refuse to complete your payment instruction. This notification is not required if you attempt to make payments with are prohibited under this Agreement.

## **Disputes**

In the event of a dispute regarding cuOnline, you and Central Virginia Federal Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Credit Union, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Credit Union relating to the subject

matter of this Agreement. If there is a conflict between what one of our employees say and the terms of this Agreement, the terms of this Agreement have final control.

## **Assignment**

You may not assign this Agreement to another party. Central Virginia Federal Credit Union may assign this Agreement to any present or future, directly or indirectly, affiliated company. Central Virginia Federal Credit Union may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

## **No Waiver**

Central Virginia Federal Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A Waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## **Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

## **Governing Law**

This Agreement shall be governed by the laws of the State of Virginia and by applicable Federal laws and regulations.

## **Federal Disclosure**

You agree to accept this disclosure online rather than a paper disclosure. We recommend you print the entire Agreement and Disclosure for your records. If you are unable to print this, please request a paper disclosure be mailed to you.

## **Central Virginia Federal Credit Union Contact Information**

You may contact us regarding this Agreement or cuOnline via the following:

- By telephone (recommended), Monday through Friday from 9:00 am until 6:00 pm.
  - (800) 335-0069
  - (434) 528-9016
- By e-mail at [info@cvfcu.com](mailto:info@cvfcu.com)
- By writing to us at the following address:
  - Central Virginia Federal Credit Union
  - PO Box 1660
  - Lynchburg, VA 24505