

Online Access Agreement and Disclosure Statement



This Agreement establishes the rules that cover your electronic access to your account(s) at Credit Union 1 through the Online Access system. You will be bound by this Agreement when you enroll in Online Access. You also accept all the terms and conditions of this Agreement by using Online Access. Please read this Agreement carefully and retain it for your records.

The words “you,” “your” and “yours” refer to Credit Union 1 member(s) jointly and severally. The words “we,” “us,” “our” and “Credit Union” refer to Credit Union 1. This Agreement and Disclosure Statement (hereinafter “Agreement”) explains and describes the types of Electronic Funds Transfers which are available to you with our Online Access system. This Agreement also contains your rights and responsibilities concerning transactions that you make through Online Access, including your rights under the Electronic Funds Transfer Act.

This Agreement is also subject to applicable federal laws and the laws of the State of Alaska (except to the extent this Agreement can and does vary from such rules or laws). If any provisions of this Agreement are found unenforceable or invalid, all remaining provisions will continue in full force and effect. The headings in the Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party or any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the Credit Union’s successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Deposit Account Contract, constitutes the entire agreement between you and the Credit Union with respect to the subject matter hereof, and there is no understanding or agreements relative hereto which are not fully expressed herein.

To qualify for access to Online Access, you must be a Credit Union member in good standing. Online Access is accessible to business and organizational accounts. Other conditions may apply.

ENROLLING IN ONLINE ACCESS

Your member account number and Social Security Number are required for initial enrollment in Online Access. In addition, you will need to provide three (3) of the following:

- Date of birth
- Email address
- Driver’s license number
- Last six digits of your debit card number
- Telephone Access Code

Users will create a login ID and password.

- Login IDs can be between 6 and 30 characters. They can include both alpha and numeric characters, “.” and “_” symbols.
- Passwords can be between 6 and 20 alphanumeric characters. Password require at least one upper case letter, one lower case letter, one number and one special character.
- You accept responsibility for periodically changing your login ID and protecting the integrity of this login ID to protect unauthorized transactions and account access.
- Granting access to your account via Online Access to any non-owner will make you financially liable for all losses or misuse of your account(s).
- Users of Android and iOS applications can login via a mobile device using a four digit PIN or a fingerprint (iOS only).
- Your PIN must contain at least two different numbers, be non-sequential and not have any numbers that repeat three or more times.

ONLINE ACCESS

You may access Online Access at cu1.org. You can use Online Access 7 days a week, 24 hours a day, 365 days a year, although some or all of the Online Access services may not be available occasionally due to emergency or scheduled system maintenance. The use of your login ID and password is required to access Online Access. Following is a list of many of the transactions and inquiries you can perform on all account(s) to which you are authorized and have been given access to:

- Obtain balances and other information on your accounts including savings, spending, share certificates, IRAs and loans.
- Make transfers between savings, spending and loan accounts.
- Transfer advances from your personal line-of-credit loan or credit card account to personal accounts.
- Transfer to and from accounts at other financial institutions.
- Schedule bill payments.
- Open new spending, savings and certificate accounts.
- View account history for savings, spending, certificate and loan accounts.
- View check copies.
- View e-Statements.
- View tax information.
- Re-order checks.
- Place stop payments on checks.
- Set up notifications.

The functions and limitations of Online Access may be updated, without notice, at the option of the Credit Union in order to provide improved service to the membership.

LIMITATIONS ON TRANSFERS

Federal regulations limit transfers for savings accounts. During any statement period, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a pre-authorized or automatic transfer. This includes transfers by phone, fax, wire and cable, audio response, Online Access, overdraft transfers to spending and Internet instruction. No more than three of the six transfers may be made by check, draft or debit card, or similar order to a third party. A pre-authorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearinghouse (ACH). If you exceed the transfer limitations set forth above in any statement period, the transfer may not be completed, your regular share account and spending account may be subject to a fee, account closure or suspension, or we may revoke your access to Online Access.

We will not be required to complete a withdrawal or transfer from your account(s) if you do not have enough money in the designated account(s) to cover the transaction; however, we may complete the transaction. You agree not to use Online Access to initiate a transaction that would cause the balance in your designated account(s) to go below zero. If you have a line-of-credit or credit card account, you agree not to use Online Access to initiate a transaction that would cause the outstanding balance of your line-of-credit or credit card account to go above your credit limit. We will not be required to complete such a transaction, but if we do, you agree to pay us the excess amount or improperly withdrawn amount or transferred amount immediately upon our request. We also will refuse to complete your Online Access transactions if we have canceled your Online Access or we cannot complete the transaction for security reasons.

FEES FOR ONLINE ACCESS

Refer to the Credit Union's Fee Disclosure for any applicable fees.

ACCOUNT STATEMENTS

Your periodic statement will identify each electronic transaction. You will receive a monthly account statement for each month in which you initiate electronic transactions.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

- In case of errors or questions about electronic fund transfers, telephone us at (907) 339-9485 or (800) 478-2222, contact us at membermail@cu1.org or send a written notice to 1941 Abbott Rd, Anchorage, AK 99507 as soon as possible. We must hear from you no later than 60 days after we sent the first statement on which the problem appears.
- Tell us your name and member number.
- Describe the error or the electronic transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 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 tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate our complaint or question. If we decide to do this, we will credit your account within 10 business days (five business days for MasterCard debit card transactions) 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 questions in writing and we do not receive this written information within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

If we decide after our investigation that an error didn't occur, we will deliver or mail you an explanation of our findings within three business days after the conclusion of our investigation. If you request, we will provide you copies of the documents (to the extent possible without violating other members' rights to privacy) used in our conclusion that the error did not occur.

LIABILITY FOR UNAUTHORIZED TRANSACTIONS

You will be liable for unauthorized access to accounts via Online Access to the extent allowed by applicable federal and state law. You must tell us AT ONCE if you believe your member number, or login ID, or any record thereof, has been lost or stolen, or if any of your accounts have been accessed without your authority. You may telephone us at (907) 339-9485 or (800) 478-2222, email us at membermail@cu1.org or send mail to Credit Union 1, 1941 Abbott Rd, Anchorage, AK 99507. Telephoning is the best way of minimizing your liability.

If the unauthorized access involved an access device and you tell us within two (2) business days of the loss, theft, or unauthorized access, you can lose no more than \$50. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we can prove we could have stopped someone from accessing your account without permission if you had notified us, you could lose as much as \$500.

Further, if your statement shows other transfers made without an access device that you did not make, you must tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not receive 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

TRANSACTIONS THAT ARE NOT COMPLETED

If we fail to complete a transfer to or from your designated account(s) on time and in the correct amount, and we have agreed to perform such transfer(s) (with certain exceptions), we may be liable for your losses or damages. We also will not be liable:

- If we have terminated this Agreement.
- If through no fault of ours, you do not have enough money in your account(s) to make the transfer.

- A legal order directs us to prohibit withdrawals from the account(s).
- The funds in your designated account(s) are subject to legal process or other encumbrance restricting the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the transaction from being completed despite reasonable precautions we have taken.
- You have reported an unauthorized use of your member number and password, reported it as stolen, or requested that we issue a new password, and we have as a result refused to honor the original password.
- If your account is closed, frozen or funds are uncollected.
- If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- If the transfer would cause your balance to become negative or exceed the credit limit of an established line of credit or credit card loan.
- If any part of Online Access is not working properly and you knew about the problem when you started the transactions.
- If other exceptions are introduced as provided by applicable law.

INFORMATION ABOUT YOUR DESIGNATED ACCOUNTS

You authorize us to obtain any information deemed necessary to process your request for access to Online Access. Additionally, you agree that we will disclose information to third parties about your designated account(s) or the transactions you make:

- Where it is necessary for completing or documenting transactions or resolving errors involving transactions.
- In order to verify the existence and condition of your designated account(s).
- In order to comply with orders or subpoenas of government agencies or courts.
- If you give us written permission.

OUR BUSINESS DAYS

Our business days are Monday through Friday, other than legal banking holidays.

PRE-AUTHORIZED PAYMENTS

You may not use Online Access to enter into pre-authorized payment arrangements.

OUR RULES AND REGULATIONS AND OTHER AGREEMENTS

Your designated account(s) may also be governed by other agreements between you and us. The terms and conditions of the Deposit Account Contract and disclosures for each of your Credit Union account(s) as well as your other agreements with the Credit Union such as loans continue to apply notwithstanding anything to the contrary in this Agreement.

EVIDENCE

If we go to court for any reason, we can use a copy, microfilm, microfiche or photograph of any document or person to prove what you owe or that a transaction has taken place and the copy, microfilm, microfiche or photograph will have the same validity as the original.

TERMINATING THIS AGREEMENT

You can terminate this Agreement at any time by notifying us in writing and by discontinuing the use of your login ID. We can also terminate this Agreement and revoke access to Online Access at any time. Whether you terminate the Agreement or we terminate the Agreement, the termination will not affect your obligations under this Agreement, even if we allow any transaction to be completed with your login ID after this Agreement has been terminated.

CHANGING THIS AGREEMENT

We may change any term of the Agreement at any time. If the change results in increased fees for any services, increased liability for you, fewer types of available electronic fund transfers or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice of at least 21 days before the effective date of any such change, unless any immediate change is necessary to maintain the security of an account, or our electronic fund transfer system, or for any security reasons. We will post any required notice of change in terms in the quarterly newsletter, on our website, personal email or postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject system services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts.

NOTICES

All notices from us will be effective when we have mailed them or delivered them to the last known address in the Credit Union's records. Notices from you will generally be effective once we receive them at Credit Union 1. Notices regarding errors or questions about electronic transfers will be effective once you have done whatever is reasonably necessary to give us the information we need, such as by telephoning us.

COLLECTION EXPENSE

If we ever have to file a lawsuit to collect what you owe us, you will pay our reasonable expenses, including attorney's fees.

GOVERNING LAW

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, and the laws and regulations of the State of Alaska. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the municipality in which the Credit Union is located.

ENFORCEMENT

You are liable to us for any loss, cost or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, cost or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings and any post-judgment collection actions.