

# Personal Online Access Agreement and Electronic Funds Transfer Disclosure



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**PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.**

## 1. Agreement

This Agreement, and the Fee Schedule and Enrollment Form establish the rules that cover your electronic access to your accounts at Cyprus Federal Credit Union "CCU" through Cyprus Credit Union's Online Banking system "eSERVICES". By using eSERVICES, you accept all the terms and conditions of this Agreement and the operating procedures that apply to your transactions. The terms and conditions of the deposit agreements and disclosures, operating procedures and your other agreements related to savings and loan accounts with CCU apply notwithstanding anything to the contrary in this Agreement.

## 2. Definitions

As used in this Agreement, the words "we", "our", "us" and "CCU" mean Cyprus Federal Credit Union. "You" and "your" refer to the account holder authorized by CCU to use eSERVICES under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through eSERVICES. "Account" or "accounts" means your accounts at CCU. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your CCU accounts using eSERVICES including bill payments. "eSERVICES" means the services provided pursuant to this Agreement, including the Bill Payment Service and mobile device services. "Business Days" means Monday through Friday. Holidays are not included. The term "Mobile Device" means a cellular telephone or similar wireless communication device onto which you have downloaded software provided by us ("Cyprus Credit Union Mobile Banking") for the purpose of permitting Mobile Banking. A "Mobile Device" may also include a cellular telephone or similar wireless communication device that is capable of conducting banking transactions at our Mobile Banking site through text (SMS) messaging, Wireless Application Protocol (WAP), Mobile Application Banking (Mobile App) or other protocols that we select or approve.

## 3. Internet Security Information

Online eservices are subject to security procedures such as the use of passwords. You agree to comply with these security procedures. CCU is not responsible for security breaches except as provided by other applicable law.

## 4. Access

To use eSERVICES, you must have at least one account at CCU, access to Internet service, and an email address. eSERVICES can be used to access only the CCU accounts that you have designated for access by eSERVICES. You can add or delete any of your CCU accounts from this Agreement by contacting customer service at (801) 260-7600. Access to your accounts through eSERVICES will be based upon the identification of users and authority levels specified by you in your Enrollment Form. We undertake no obligation to monitor transactions through eSERVICES to determine that they are made on behalf of the account holder.

## 5. eSERVICES Services

You can use eSERVICES to check the balance of your CCU accounts, view CCU account histories, transfer funds between your CCU accounts and other accounts, order checks, make stop payment requests, view checks, change your address, and pay bills from your CCU accounts in the amounts and on the dates you request. Balance and activity information are available in Real Time.

## 6. Hours of Access

You can use eSERVICES seven days a week, twenty-four hours a day, although some or all eSERVICES services may not be available occasionally due to emergency or scheduled system maintenance. Notice of any extended periods of non-availability will be posted on the eSERVICES website.

## 7. Your Password

Password procedures such as the entry of the password in order to access eservices apply. Recommended password procedures for you to protect your account security are provided on the eservices website. You are responsible for all transactions that are enabled by your password.

## 8. Responsibility for Improper Transactions

You agree to promptly examine your statement for each of your CCU accounts as soon as you receive it or it is available for review electronically. CCU is not responsible for any improper transactions on your account if you do not notify CCU within a reasonable time not to exceed sixty days from the date of your statement.

## 9. Fees and Charges

Refer to the Fee Schedule for any charges for eSERVICES. From time to time the fees may be changed. We will notify you of any changes required by law. You agree to pay any additional reasonable charges for services you request that are not covered by this Agreement. We may amend our fee schedule for those services not covered by this Agreement from time to time, in our sole discretion. You are also responsible for telephone, mobile device and Internet service fees you incur in connection with your use of our eSERVICES.

## 10. Posting of Transfers

Transfers initiated through eSERVICES before 9:00 pm MST on a Business Day are posted to your account the same day. Transfers initiated after 9:00 pm MST on a Business Day, Saturday, Sunday, or banking holiday will be posted on the next Business Day. Transactions by multiple account users may not be posted in a manner that allows each user to view transactions made by another account user.

## 11. External Transfers

CCU offers you the ability to make funds transfers to and from an account at another financial institution. By using this eSERVICES feature, you warrant that you are the owner or Authorized user of the external account and that all transfers between accounts are authorized by you. CCU is not responsible for any losses from fraudulent or improper activity on either account.

## 12. Overdrafts (Order of Payments, Transfers, and Other Withdrawals)

If your account has insufficient funds to perform all electronic fund transfers you have requested for a given Business Day, then (1) electronic fund transfers involving currency disbursements, like ATM withdrawals, will have priority; (2) electronic fund transfers initiated through eSERVICES that would result in an overdraft of your account may, at our discretion, be canceled; and (3) in the event the electronic fund transfers initiated through eSERVICES that would result in an overdraft of your account are not canceled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

## 13. Limits on Amounts and Frequency of eSERVICES Transactions

The number of transfers from CCU accounts and the amounts that may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a

hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

#### 14. eSERVICES Bill Payment Service

You may use CCU's bill payment service to direct CCU to make payments from your designated checking account to the "Payees" you choose in accordance with this agreement.

#### 15. Scheduling Single Payments

A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by CCU, is currently 11:00 am. A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

#### 16. Recurring Payments

When a recurring payment is processed, it is automatically re-scheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

#### 17. How to Cancel a Bill Payment

You may cancel or edit any "Pending Payment" (including recurring payments) by following the instructions within the application. There is no charge for canceling or editing a "Pending Payment". We may not have a reasonable opportunity to act on any stop payment or cancellation order given after a payment is "In Process" and it is not possible to stop or cancel a payment which is completed.

#### 18. eSERVICES Bill Payment Liability

You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. CCU is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment. CCU is not liable for any failure to make a bill payment if you fail to promptly notify CCU after you learned that you have not received credit from a "Payee" for a bill payment. CCU is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be CCU's agent. CCU is not responsible for payments that are not received by the payee by the payee's designated due date.

#### 19. Stop Payment Requests

If you desire to cancel or stop any payment that is "In Process" you must call the Call Center at (801) 260-7600. Although we will make every effort to accommodate your request we will have no liability for failing to do so. Stop Payment requests sent to us via electronic mail or in any other manner except a call to the Call Center will not reach us in time for us to act on your request. Stop payment requests will be accepted only if we have a reasonable opportunity to act on such requests. If you call, we may also require you to present your request in writing within 14 days after you call. The charge for each stop payment order will be the then current charge for such service as set out in the applicable fee schedule. You may initiate stop payment requests online via eSERVICES only for

paper checks you have written (non-electronically) on your CCU accounts (not eSERVICES bill payer paper drafts). Stop payment requests initiated via eSERVICES prior to 3:00 p.m. (Central Time) on a Business Day will be effective that day; stop payments placed after 3:00 p.m. (Central Time) on a Business Day or on a non-Business Day will be effective on the next Business Day. To be effective this type of stop payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check. If you make your stop payment request online or by telephone, we may also require you to put your request in writing and get it to us within 14 days after you call. You will incur stop payment charges as disclosed in the current fee schedule for the applicable account. Stop payment charges for eSERVICES bill payment paper drafts will be assessed according to the stop payment charges for the applicable account.

#### 20. Periodic Statements

You will not receive a separate eSERVICES statement. Transfers to and from your accounts using eSERVICES will appear on the respective periodic statements for your CCU accounts. By accepting Eservices, you agree to receive periodic statements electronically.

#### 21. Change in Terms

We may change any term of this Agreement at any time. If the change would result in increased fees for any eSERVICES Service, 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 at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on CCU's website or forward it to you by email or by 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 eSERVICES 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 changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

#### 22. In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments

Contact us as soon as you can if you think your statement is wrong or if you need more information about a transfer listed on your statement. We must hear from you no later than 60 days after we sent the FIRST statement upon which the problem or error appeared. When you contact us: (1.) Tell us your name and account number; (2.) Describe the error or 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; (4.) If the suspected error relates to a bill payment made via the eSERVICES Bill Payment Service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, and the payee account number for the payment in question. (This information appears on the Payment History Screen.) If you contact us by telephone or by email, we may require that you send us your complaint or question in writing by postal mail or fax within 10 Business Days. We will communicate to you the results of our investigation within 10 Business Days (20 days if the transfer involved a new account) after you contact us 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) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 Business Days (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 provisionally credit your account. Your account is considered to be a new account for the first 180 days after the first deposit is made unless you already have 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 that 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.

### 23. Our Liability for Failure to Make a Transfer

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 when you have properly instructed us to do so, we will be liable to you for your actual losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance: (1) If, through no fault of ours, you do not have enough money in your account to make a transfer; (2) If a legal order directs us to prohibit withdrawals from the account; (3) If your account is closed, or if it has been frozen; (4) If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts; (5) If you or anyone authorized by you commits any fraud or violates any law or regulation; (6) If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly and you knew about the problem when you started the transfer; (7) Your losses or damages are subject to the limitation on damages in Section (25). If you have not provided us with complete and correct payment information for the Bill Payment Service including, without limitation, the name, address, payee-assigned account number, payment date and payment amount for the payee on a bill payment; (8) If you have not properly followed the on-screen instructions for using eSERVICES; or (9) If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

### 24. Your Liability for Unauthorized Transfers

CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). If you contact us within four (4) Business Days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission. If you do NOT contact us within four (4) Business Days after you learn at the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$300. Also, if your paper statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the paper statement was mailed to you, you may not get back any money you lost through transactions made after the 60 day time period 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 contacting us, we will extend the time periods.

### 25. Disclaimer of Warranty and Limitation of Liability

We do not warrant that eSERVICES will operate without errors or that any or all eSERVICES Services will be available and operational at all times. Except as specifically provided in this Agreement or otherwise required by law, you agree that CCU and our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special, consequential or punitive damages or lost profits under or by reason of any services or products provided

under this Agreement or by reason of your use of or access to eSERVICES.

### 26. Your Right to Terminate

You may cancel your eSERVICES service at any time by providing us with written notice in person or by postal mail or fax. Your access to eSERVICES will be suspended within three (3) business days of receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the completion of the cancellation.

### 27. Our Right to Terminate

We can terminate or limit your access to eSERVICES Services for any of the following reasons: (1) Without prior notice, if you have insufficient funds in any one of your CCU accounts; or (2) Upon reasonable notice, for any other reason in our sole discretion. Following a termination related to insufficient funds, eSERVICES service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.

### 28. Electronic Email

We may not immediately receive email that you send. We must have a reasonable opportunity to act before taking action on your email requests. You cannot use email to stop payments, transfer funds, perform a bill payment, terminate this agreement, notify us about errors on your account(s) or that your password has been compromised.

### 29. Communications Between CCU and You

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways: (1) Email - You can contact us by email at [cyprus@cypruscu.com](mailto:cyprus@cypruscu.com) (Please note that Banking transactions through eSERVICES are not made via email.); (2) Telephone - You can contact us by telephone at (801) 260-7600; (3) Facsimile - You can contact us by fax at (801) 260-7621; (4) Postal Mail - You can write to us at Cyprus Credit Union, Attn: Internet Banking, P.O. Box 9002 West Jordan, UT 84084; (5) In Person - You may visit us in person at any [Branch Location](#).

### 30. Consent to Electronic Delivery of Notices

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the CCU's website or by email. You agree to notify us immediately of any change in your email address.

### 31. Third-party Website Links

CCU does not endorse or guarantee the products, information or recommendations provided by linked sites. CCU is not liable for any failure of products or services advertised on those sites. Third-party sites may have a privacy policy different than that of our CCU. Third-party websites may provide less security than the website of our CCU.

### 32. Miscellaneous Provisions

This Agreement is also subject to applicable federal and Utah laws. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of 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, executors, administrators, successors and assigns, and on CCU'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.



### 33. Mobile Access

To access Mobile Banking, your phone or other mobile communication device must be Internet enabled, able to receive SMS text messages and connected to the Internet through your mobile communication service provider. To use Mobile Banking, you must first be enrolled eSERVICES and then subscribe to Mobile Banking. The same credentials (Login ID and Password) that are in place for eSERVICES service applies to Mobile Banking. We reserve the right to refuse to make any transaction you request through Mobile Banking.

Not all functions that are described in your Online Banking Agreement or eSERVICES may be available with Mobile Banking.

### 34. Mobile Device Requirements

You are responsible for providing your own Mobile Device to access Mobile Banking. The Mobile Device that you use may be subject to unauthorized tracking or other manipulation by “spyware” or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We are not a party to, and we have no duty, liability or responsibility with respect to or in connection with (i) your mobile communication service agreement, or (ii) any Mobile Device, hardware, software or other any product or service you may purchase from others relating to your use of Mobile Banking.

### 35. Mobile Banking Service Availability

We will use reasonable efforts to make Mobile Banking service available for your use on a continuous basis. We do not guarantee functionality of Mobile Banking (or any specific software that we provide with respect to Mobile Banking) on all Mobile Devices, on all communication networks, in all geographic regions, or at all times. Mobile Banking service may be temporarily unavailable for regular or emergency system maintenance.

### 36. Your Responsibilities

You represent and agree to the following by enrolling for Mobile Banking or by using the Service:

**(1) User Conduct.** You agree not to use eSERVICES or the content or information delivered through eSERVICES in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of 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 eSERVICES 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, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of eSERVICES by any other user; or (j) use eSERVICES in such a manner as to gain unauthorized entry or access to the computer systems of others.

**(2) No Commercial Use or Re-Sale.** You agree that the Service is only for the personal use of individuals authorized to access your account information. You agree not to make any commercial use of eSERVICES or resell, lease, rent or distribute access to eSERVICES.