

## **CENTRAL ONE FEDERAL CREDIT UNION ELECTRONIC BANKING AGREEMENT**

REVIEW THIS ENTIRE AGREEMENT BEFORE AGREEING TO ITS TERMS AND CONDITIONS. PLEASE PRINT THIS AGREEMENT FOR YOUR RECORDS. THANK YOU.

This Agreement describes your rights and obligations as a user of Central One's Online Banking, Mobile Banking and/or the Bill Payment Service ("Services"). It also describes the rights and obligations of Central One Federal Credit Union. Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

### **Definitions**

The following definitions apply in this Agreement. "Online Banking" is the Online-based service providing access to your Central One Federal Credit Union account(s); "Mobile Banking" is the Mobile device based service providing access to your Central One Federal Credit Union account(s); "Online Account" means any account from which you will be conducting transactions using a Service. "Time of day" references are to Eastern Time. "Funding Account" shall mean checking account for purposes of bill payment. "NSF" shall mean non-sufficient funds. "We" or "us" refer to Central One Federal Credit Union which offers the Online, Mobile and bill Payment Services and which holds the accounts accessed by these Services.

### **Access to Services**

Central One Federal Credit Union will provide instructions on how to use the Online Banking, Mobile Banking or Bill Payment services. You will then be able to gain access to your accounts through the use of your Online-enabled or Mobile device with your username and password.

### **Use of your username and/or password**

You agree not to allow anyone to gain access to the Services or to let anyone know your username or password used with the Services. You agree to assume responsibility for all transactions made in your accounts. If you do share your sign-in information with someone, you will be responsible for all transactions they initiate with your information, even those you did not intend them to make. These transactions will be considered authorized by you, so it's important to always guard your username and password from unauthorized use.

### **If your password has been lost or stolen**

If your PASSWORD has been lost or stolen, contact Central One Federal Credit Union during regular business hours, at (800) 527-1017. Our regular business hours are 7:00 a.m. - 6:00 p.m., Monday through Friday and 8:30 a.m. – 3:00 p.m. on Saturday. (All times noted are Eastern Time.) Telephoning Central One Federal Credit Union is the best way of keeping your possible losses down. You may be responsible for losses up to \$50 if you fail to give us notice of a lost or stolen password and someone accesses your account without your permission.

### **If your statement shows transactions that you did not make**

If your statement shows transactions that you did not make, notify Central One Federal Credit Union immediately by calling from 7:00 A.M. to 6:00 p.m. (Eastern Time), Monday - Friday or Saturday 8:30 A.M. to 3:00 P.M., at (800) 527-1017 or writing us at:

### **Central One Federal Credit Union**

Attn: Member Support  
714 Main Street  
Shrewsbury, MA 01545

### **Banking Transactions with Online and/or Mobile Banking**

You may use Online and/or Mobile Banking to conduct the following transactions:

- View account information

- Transfer funds between your savings, checking, and loan accounts
- Review account balance and transaction history for savings, checking, and loan accounts
- Review information on your loan account including payoff amounts, due dates and balance information
- Make bill payments from your checking account

Additional services may be available within Online and/or Mobile Banking. New services may be introduced for Online and / or Mobile Banking from time to time. By using these new services when they become available, you agree to be bound by any rules that will be made available to you concerning these services.

### **Mobile Access**

Three secure methods are available using your mobile device: (1) SMS text message banking allows you to register your mobile phone number in Online Banking and then request to receive account information via text message alerts, including account balances, limited prior transactions and periodic balance alerts. You must have a text plan with your mobile provider. Additional fees may apply from your mobile provider and you are responsible for those fees. (2) Mobile Banking allows you to fully authenticate yourself to Online Banking using the mobile web browser on your mobile device, just as if you were accessing the service from a personal computer. You can log in to a secure web version of Online Banking to view account balances, make transfers between your Central One Federal Credit Union accounts and manage your bill payments, among other transactions. There is no separate registration for Mobile Banking in Online Banking, but you must have mobile web browser capabilities on your mobile device and a data plan with your provider. (3) Mobile App Banking provides applications (Apps) for your “smart” mobile device. Apple and Android platforms are currently supported. Apps can be downloaded from the respective App stores. To utilize Mobile Deposit to deposit checks within the Mobile App, you must have a functioning camera in your device, be approved to use the service and agree to the Mobile Deposit user agreement presented upon registration for that service:  
<https://www.centralfcu.com/mobile-remote-deposit-services-agreement>.

### **Limitations on Transactions**

Because regulations require Central One Federal Credit Union to limit pre-authorized transfers (including transfers processed electronically using Online and/or Mobile Banking), the following limitations apply:

- a. Savings accounts. You can make no more than a total of six transfers per statement period by pre-authorized or automatic transfer, telephone, or Online/Mobile Banking.
- b. Maxi savings accounts. You can make no more than a total of six transfers per statement period by pre-authorized or automatic transfer, telephone, or Online/Mobile Banking; but after three transfers a fee will be charged. Please refer to our fee schedule for details: <https://www.centralfcu.com/resources/rates>.

### **Account Information**

The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM deposit transactions and our Funds Availability Policy. A summary of our Funds Availability Policy is available here:  
[https://www.centralfcu.com/assets/files/FdgW5nSa/Funds%20availability\\_for%20web\\_3-15-18.pdf](https://www.centralfcu.com/assets/files/FdgW5nSa/Funds%20availability_for%20web_3-15-18.pdf)

### **Bill Payment Service**

The Bill Payment service permits you to direct payments from your designated online Funding Account to businesses or individuals you wish to pay. All payments you make will be deducted from the account you designated as your Funding Account. Any payments you wish to make through this service must be payable in U.S. dollars to a payee located in the continental United

States. We reserve the right to restrict certain types of payees to whom payments are made using the Service. You should not use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments as payments for these payees are your sole responsibility if delayed or improperly processed or credited.

Funds must be available in your Funding Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday or holiday), funds must be available in your Funding Account the following business day (e.g., Monday). The payment is sent by either transferring funds electronically to the payee or by mailing the payee a check on the scheduled date selected by you.

You may choose to schedule payments to recur for the same amount at regular monthly intervals. When you create a new payee in the Bill Payment service, it has a temporary status until there has been sufficient time to set up and verify the account. You should schedule a payment to a new payee at least five (5) business days before any payment due date, to allow enough time to set up the payee and verify information about your account with the payee. If you require expedited bill payments, any applicable fees would be presented at the time that service is requested.

For all subsequent payments, you agree to allow at least three (3) business days for payments sent electronically and at least five (5) business days for payments sent by paper check between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). You will be fully responsible for all late fees, finance charges or other action taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, Central One Federal Credit Union will work with the payee on your behalf to attempt to have any late fees or charges reversed.

Central One Federal Credit Union will not be liable in any way for damages you incur if you do not have sufficient funds in your Funding Account to make the payment on the processing date, for delays in mail delivery, for changes to the payee's address or account number unless you have advised us of the change sufficiently in advance, for the failure of any payee correctly to account for or credit the payment in a timely manner, or for any other circumstances beyond the control of Central One Federal Credit Union.

If your Bill Pay Funding Account does not have sufficient funds to make a payment as of the date the transfer or payment is attempted or scheduled to be made, the transfer or payment will be made and NSF fees will apply according to our fee schedule:  
<https://www.centralfcu.com/resources/rates>.

For all NSFs, whether processed by paper or electronically, after the first failed attempt to debit funds from your Funding Account, your Bill Payer Service will be locked and the account will be turned over to the Bill Payment Collections Department. The Bill Payer Service may be reopened once it is paid in full.

If you have six NSF occurrences in a rolling twelve (12) month period, the Bill Payment Collections Department will permanently close your Bill Payer Service.

You will have the ability to cancel or change a bill payment. If you request to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee. Stop payment orders will be in effect for a period of six months. If requested by Central One Federal Credit Union, you will confirm any stop payment order. After six months, a stop payment will terminate and must be renewed in order to continue to be in effect. Central One Federal Credit Union may

pay any item that is presented following the lapse of any stop payment order. Stop payment fees are detailed in our fee schedule: <https://www.centralfcu.com/resources/rates>.

**EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT PLACE A STOP PAYMENT ON ELECTRONIC FUND TRANSFERS, THEREFORE, YOU SHOULD NOT INITIATE ELECTRONIC FUND TRANSFERS UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**

#### **Electronic Mail**

We may not be able to immediately respond to eMail communications you send and will not take action based on an eMail request until we have a reasonable opportunity to act. If you need to contact us immediately regarding an unauthorized transaction or stop payment request, you should call Central One Federal Credit Union at (800)-527-1017.

#### **Other Agreements**

In addition to this Agreement, you and Central One Federal Credit Union agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking, Mobile Banking and/or Bill Payment service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at Central One Federal Credit Union including the charges that may be imposed for electronic funds transfers or the right to make transfers.

#### **Hours of Operation; Business Hours**

The Services are available 24 hours a day, seven days a week, except during maintenance periods. For purposes of transactions, Central One Federal Credit Union's business days are Monday through Friday, excluding holidays. All Electronic Banking transaction requests received after 3:00 p.m. on business days and all transactions which are requested on Saturdays, Sundays or holidays will be processed on the next business day.

#### **Modifications to this Agreement**

Central One Federal Credit Union may modify the terms and conditions applicable to the Online Banking, Mobile Banking and/or Bill Payment Services periodically. The revised terms and conditions shall be effective at the earliest date allowed by applicable law.

#### **Errors and questions**

In case of errors or questions regarding Online Banking, Mobile Banking or Bill Payment, call Central One Federal Credit Union at (800) 527-1017 or write us at:

#### **Central One Federal Credit Union**

Attn: Member Support  
714 Main Street  
Shrewsbury, MA 01545

We must hear from you at the specified telephone number or address no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

1. Your name and account number (if any),
2. A description of the error or the transaction in question and an explanation concerning why you believe it is an error or need more information,
3. The dollar amount of the suspected error and date on which it occurred.

If the report is made orally, we may require that you send the complaint or question in writing within 10 business days. We will notify you with the results of the investigation within 10 calendar days and will correct any error promptly. If more time is needed, however, we may take up to 45

days to investigate your complaint or question. If this occurs, we will provisionally credit your account within 10 calendar days after we hear from you for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation.

If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete (any provisional credit(s) will be reversed from your account(s)). You may request copies of the documents that were used in the investigation.

### **Statements**

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account via the delivery method you select (paper or electronic).

### **Our liability for failure to make a transfer**

If we do not properly complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for the amount of any losses or damages incurred by you and resulting directly from such failure. We will not be liable in the following instances:

1. If through no fault of Central One Federal Credit Union you do not have enough available funds in your account to make the transfer or the transfer would cause you to exceed the credit limit on any applicable overdraft protection account.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer.
3. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
4. If your funds are subject to legal process or other encumbrance restricting the transfer.
5. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
6. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
7. If we have a reasonable basis for believing that unauthorized use of your username or password has occurred or may be occurring.
8. If you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed in subparagraph 2 or 6 above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

### **Disclosure of information to third parties**

Please refer to our privacy policy to learn about how we protect your privacy:

<https://www.centrafcu.com/assets/files/ZoWctTWa>

If an unauthorized disclosure has been made to a third party, we must inform you of the particulars of the disclosure within three days after we have discovered that the unauthorized disclosure has occurred.

### **Inactivity - Termination**

We can terminate this Agreement or any of your electronic banking privileges (including the Bill Payment service) at any time. Please note that after an inactivity period of 365 days or more, an

account may be deleted without notice.

You may terminate this Agreement or the Services at any time. To cancel the Online Banking, Mobile Banking and/or Bill Payment service, you must notify Central One Federal Credit Union and provide your name, address, whether you are discontinuing Online Banking, Mobile Banking and/or Bill Payment, and the effective date to stop the service. You may notify us by one of the following methods:

1. By calling (800) 527-1017, 7:00 A.M. to 6:00 P.M. (Eastern Time) Monday through Friday or 8:30 A.M. to 3:00 P.M. Saturday
2. By writing a letter and either sending it to the following address or bringing it to any Central One Federal Credit Union location:

**Central One Federal Credit Union**

Attn: Member Support  
714 Main Street  
Shrewsbury, MA 01545

When Bill Payment is terminated (either by you or us), any prescheduled bill payments made through Electronic Banking will also be terminated.

**Joint Accounts**

If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all transactions to or from any deposit or loan account as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any transaction on any account from any joint account owner.

**Evidence**

Any documentation provided to you that indicates that an electronic fund transfer was made shall constitute prima facie proof that the transfer was made.

**Governing Law**

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 applicable 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. If there is a lawsuit the matter shall be governed by the laws of the Commonwealth of Massachusetts and instituted in Worcester County.

**Fee Schedule; Dividend Rates**

Please see the Central One Federal Credit Union Fee Schedule for information relating to fees and charges that may be imposed on your deposit accounts. Please see the Central One Federal Credit Union rates and fees here: <https://www.centrafcu.com/resources/rates>, or call us at (800) 527-1017, for information relating to the rates at which dividends may accrue on your deposit accounts.