

**UICCU**  
**Online Banking Customer Agreement**

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**I. Introduction**

1. This Agreement, for accessing your UICCU accounts through our Online Banking service, along with our General Schedule of Fees or, for business accounts, our Related Business Services Business Checking Fees (collectively, the "Agreement"), explains the terms and conditions governing our Online Banking. **Please read this Agreement carefully and note that different provisions will apply based on whether you are using Online Banking to access personal or business accounts.** Also, different fees will apply based on whether you enrolled in Online Banking as a consumer or as a business account. By enrolling, electronically or otherwise, and by using Online Banking, you agree to be bound by the terms and conditions of this Agreement. This Agreement also contains important information regarding what you should do if you believe that an unauthorized person has gained access to your account(s) or an error has occurred. Keep this Agreement for future reference. This Agreement will be governed by the laws and regulations of the State of New Jersey and the United States, as amended from time to time.
2. Each of your deposit accounts at UICCU is also governed by a Deposit Account Agreement and Disclosure which includes an Account Agreement, Funds Availability Disclosure, Electronic Fund Transfer Disclosure, W-9 instructions and General Schedule of Fees. The Deposit Account Agreement and Disclosures also apply to any electronic fund transfers made to or from your accounts by use of Online Banking. This Agreement will control in the event of any conflict between the Account Disclosures and this Agreement.
3. Throughout this Agreement, the following terms will have the meanings set forth below:
  - **"access"** refers to the ability to obtain account information, electronic messages, transfer funds between accounts, as described further in this Agreement.
  - **"Online Banking"** means UICCU's Online Banking by Web service which includes: Online Banking, Online Bill Payment; and such other computer-based banking services that UICCU may make available from time to time.
  - **"UICCU Banking"** means the ability through Online Banking to access transaction information on Eligible Accounts through Online Banking and transfer funds among those accounts.
  - **"UICCU Online Bill Payment"** means the ability to perform payments to third parties from your designated account through instructions entered into Online Banking.
  - **"Bill Payment Account"** means your designated UICCU checking account from which bill payments will be made.
  - **"business account"** means any UICCU deposit account that is not being used for personal, family, or household purposes.
  - **"business customer"** means the owner of a business account.
  - **"business day"** means Monday through Friday, excluding Saturday, Sunday and banking holidays set forth under the laws of the United States.

- **"consumer"** means the owner of a personal account.
- **"Eligible Accounts"** are those types of UICCU accounts referred to in Section II of this Agreement, which may be accessed through Online Banking.
- **"ET"** means Eastern Time.
- **"CT"** means Central Time.
- **"personal account"** means any UICCU deposit account or loan that is used for personal, family, or household purposes.
- **"Password"** means the confidential personal identification number or other confidential code selected by you for identification purposes in connection with the use of Online Banking.
- **"Bank," "we"** and **"us"** refer to UICCU.
- **"Service Fee Account"** means the UICCU account(s) you have designated to be charged for all fees and charges associated with Online Banking and Bill Paying.
- **"transaction"** means any electronic banking transaction, including a deposit, withdrawal or bill payment made electronically.
- **"you," "your"** and **"yours"** refer to each consumer or business customer who has enrolled in Online Banking and/or Bill Paying.
- **"Bill Payment Agent"** refers to our Bill Payment Processor used to support the Bill Payment function.

## II. Accessing Your Eligible Accounts

You can access the following UICCU accounts through Online Banking:

### Eligible Account Types

Checking Account

Statement Savings

Money Market

Certificate of Deposit

Consumer Loans

Residential Mortgage Loans

Note: UICCU may from time to time amend this list of eligible accounts.

**Notes to consumers accessing personal accounts:** By enrolling in Online Banking you will be given access to all UICCU accounts of which you are an owner (including joint accounts) and which are considered Eligible Accounts. You will also be given the ability to transfer funds between those Eligible Accounts except for Certificates of Deposit. Accounts requiring two signatures or more are not accessible through Online Banking.

**Notes to business customers accessing business accounts:** By enrolling in Online Banking you will be given access to all UICCU accounts of which you are an owner and which are considered Eligible Accounts. You will also be given the ability to transfer funds between those Eligible Accounts except for Certificates of Deposit. **If your account(s) require two or more signatures to conduct a transaction, by accepting the terms of this agreement, you hereby waive that requirement for Online Transactions only.**

## III. Web Site Terms and Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF THIS WEBSITE.

**BY ACCESSING OR USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY UICCU.**

#### **NO WARRANTY.**

**THE INFORMATION AND MATERIALS CONTAINED IN THIS SITE, INCLUDING TEXT, GRAPHICS, LINKS OR OTHER ITEMS - ARE PROVIDED "AS IS," "AS AVAILABLE". UICCU DOES NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION AND MATERIALS AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION AND MATERIALS. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESSED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS IS GIVEN IN CONJUNCTION WITH THE INFORMATION AND MATERIALS.**

#### **LIMITATION OF LIABILITY.**

**IN NO EVENT WILL UICCU BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH THIS SITE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF UICCU, OR REPRESENTATIVES THEREOF, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. HYPERLINKS TO OTHER INTERNET RESOURCES ARE AT YOUR OWN RISK; THE CONTENT, ACCURACY, OPINIONS EXPRESSED, AND OTHER LINKS PROVIDED BY THESE RESOURCES ARE NOT INVESTIGATED, VERIFIED, MONITORED, OR ENDORSED BY UICCU.**

#### **IV. Terms and Conditions**

**General Online Banking Terms and Conditions For All Customers.** This section applies to customers accessing their personal or business accounts.

##### 1. Fees

There are no fees to use the UICCU home banking, FinanceWorks, or bill payer services.

If you wish to close any Checking Account which is acting as your Bill Payment Account, you must notify us prior to such closing and identify a new Checking Account which is to serve as your Bill Payment Account for Online Banking. Failure to notify us may result in the termination of Online Banking, and you agree that we may charge any account you have with UICCU for the amount of any outstanding charges you owe.

##### 2. How to Contact Us

Call the Internet Banking Representative at 1-800-397-3790

##### Use of Electronic Messages

Sending electronic messages through Online Banking is a way to communicate with the Bank, as required elsewhere in this Agreement. However, there may be times when you need to speak with someone immediately (especially to report a lost or stolen. Password).. Also, it is important to remember that you cannot use an electronic message through Online Banking to either transfer funds between accounts or to conduct transactions, such as paying bills. To accomplish these activities, please follow the appropriate instructions provided by Online Banking.

By enrolling in Online Banking, you agree that we may communicate with you through your Online Banking electronic message address for the purpose of sending you notices of any

changes in terms to this Agreement or for providing you such other disclosures or notices as may be required by applicable laws or regulations.

3. Addition of New Services

UICCU may, from time to time, introduce new online services. We may notify you of the existence of these new services when they become available and, if you choose to make use of any new service, you agree to be bound by any terms and conditions regarding the new services that we may send to you.

4. Cancellation and Reinstatement of Online Banking

If you wish to cancel Online Banking and/or Online Bill Payment, you may send us an electronic message, call us, or send us cancellation instructions in writing to UICCU.

In order to reinstate your Online Banking service, access Online Banking by Web by accepting our Member Agreement and authorization instructions for activating Online Banking, as well as, completing the Online Banking Application your service will be activated. If you do not access your UICCU accounts via Online Banking for any six (6) month period, for your protection, we reserve the right to disconnect your service.

5. Limitations, Priority and Performance of Transactions

Any one bill payment item cannot be for an amount greater than \$9,999.99. We may, from time to time, limit the type, number and dollar amounts of any checks, drafts, withdrawals, or transfers made by use of Online Banking, notwithstanding the amount in your accounts. Limits on the number of transactions that you may perform on your UICCU accounts are described in the applicable Account Agreement for such 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 is removed.

If you schedule an Online Banking transaction to occur on a non-business day, we reserve the right to debit funds from your applicable Eligible Account on the first business day following the transfer date or bill payment pay date.

If there are not sufficient funds or available funds on the effective date of the transfer, we may not complete the transfer and a service charge and/or late charge may be assessed to the account(s).

6. Termination, Amendment and Assignment

We reserve the right to terminate or amend this Agreement, or your access to Online Banking, at any time with any notice as may be required by law. You agree that any required notice may be sent to you electronically at your Online Banking electronic message address. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

7. Recording of Information and Disclosure to Third Parties

The collection of personal information online is designed to protect access to your personal accounts and to assist the bank in providing you with the products and services you want and need. All personal information collected and stored by the credit union is used for specific

business purposes to protect and administer your personal accounts and transactions, to comply with state and federal banking regulations, and to help the credit union better understand your financial needs in order to design or improve our products and services.

Employing stringent security measures in the collection of your personal information, all UICCU online account applications are submitted to the UICCU's secure administration site through an encrypted direct line to the credit union. Once received by the credit union, only approved personnel may open and process the application. Furthermore, auditing mechanisms have been put into place to further protect your information by identifying which employee(s) has accessed and in any way modified, updated, or added to your personal information.

When visiting our Web site to read or download information, we do not collect information about you, but we do collect and store information about your Internet connection and the date and time of your visit. Specifically, we record:

- The name of the domain from which you access the Internet (for example, aol.com, if you are connecting from an America Online account, or uiowa.edu, if you are connecting from University of Iowa's domain).
- The Internet address of the Web site from which you linked directly to our site, if any (for example, www.ncua.gov, if you are following a link from the NCUA Web site, or www.yahoo.com, if you are using the Yahoo search engine).
- The type of web browsing software you are using to view our site.
- The date and time you accessed our site.
- The pages from where you entered and exited our site.

The information and electronic messages you enter through Online Banking may be recorded. We may disclose information about your Eligible Accounts, or the transfers, transactions or payments you perform, to third parties and you hereby authorize those third parties to disclose similar information to us:

- f. where it is necessary for completing transfers or transactions; or
- g. in order to verify the existence and condition of your account for a third party such as, for example, a credit bureau, a merchant, another financial institution; or
- h. in order to comply with government agency or court orders, or investigations or examinations by our bank regulators; or
- i. in the investigation or prosecution of alleged fraudulent activity concerning your accounts; or
- j. if you give us your permission; or
- k. as may be otherwise authorized in other agreements with us.

## **B. Online Banking Terms and Conditions For Personal Accounts**

12. In accordance with the terms of this Agreement, we will accept instructions from any person using your Log in ID and Security Code (referred to as "password") to conduct Online Banking transactions.
13. You will be given the ability to select a Password that will give you access to Online Banking. You alone will have the ability to change your Password and we recommend that you change your Password regularly. UICCU is entitled to act on instructions received under your Password and you agree that the use of your Password will have the same effect as your signature authorizing any transaction. For security purposes, we recommend that you memorize your Password and do not write it down. You are responsible for keeping your Password, account numbers, and other account data confidential. Where you have authorized any other person to use your Password in any manner, your authorization shall be unlimited in amount and manner.

14. Your Liability for Unauthorized Transfers/Transactions

It is imperative that you tell us AT ONCE if you believe your Password has been lost or stolen. Telephoning is the best way of limiting your possible losses. You could lose all the money in the accounts to which you have access through Online Banking, plus your maximum overdraft line of credit or the balance in any other account connected to your account for overdraft protection. If you tell us within two business days that someone has used your Password without your permission, you can lose no more than \$50.00.

If you do NOT tell us within two business days after you learn of the loss or theft of your Password and we can prove we could have stopped someone from accessing your account(s) without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows electronic transfers or transactions that you did not make, tell us at once. If you do not tell us within 60 calendar 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 a hospital stay) kept you from telling us, we will extend the time periods.

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree.

15. In Case of Errors or Questions about Your Electronic Transfers/Transactions

Telephone us at 800-397-3790:

- a. Tell us your name and account number;
- b. Describe the error or the 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, and;
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question in writing within ten (10) business days. After we receive your inquiry, we will tell you the results of our investigation within ten (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 forty-five (45) days to investigate your complaint or questions. If we decide to do this we will credit your account within ten (10) business days 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 do not receive your complaint or question in writing within ten (10) business days, we will not credit your account. If we decide that there is no error, we will send you a written explanation within three (3) days after we finish our investigation. Five (5) business days after we send you our written explanation we will withdraw from your account any sums we temporarily credited to it. You may ask for copies of the documents that we used in our investigation.

16. Documentation of Transfers/Transactions

We will send you or electronically store periodic statements in accordance with the applicable account agreements.

17. Our Responsibility to Consumers

If we do not complete a transfer or transaction according to the terms and conditions of this agreement we will complete the transfer or transaction, without charging you any additional fee unless:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer or complete the transaction;
- b. If the transfer or transaction will go over the credit limit on your overdraft line, if you have one;
- c. If the transfer or transaction will exceed the transaction limitations on your checking, statement savings or money market account;
- d. If our systems were not working properly and you knew about the breakdown when you started the transfer or transaction;
- e. If circumstances beyond our control (such as interruption in services provided to us by a third party, or, telephone service, telecommunications facilities, fire or flood) prevent the transfer or transaction, despite reasonable precautions that we have taken;
- f. If the transfer or transaction cannot be made because of legal restrictions affecting your account;
- g. If you have not provided us with complete and correct payment information, including but not limited to name, address, account number and payment amount for a merchant/payee;
- h. If you have not properly followed the instructions for operating Online Banking (including the scheduling of payments or transfers); and,
- i. if your operating system was not functioning properly.

In addition, you agree that we will not be responsible for delays caused by mail service or the negligence or willful misconduct of yourself or others. Our sole responsibility for an error in a transfer or transaction will be to correct the error, but in no case shall we be liable for any indirect, special or consequential, economic or other damages, including interest or late payment charges assessed by a merchant or a termination of service caused by a delay in a merchant's receiving the transfer or transaction.

#### **D. UICCU Online Bill Payment**

The Bill Payment service permits you to use your Internet-enabled device to direct payments from your selected online Bill Payment Account to third parties you wish to pay. We have contracted with our Bill Payment Agent to perform these payments for you. Your Bill Payment Account must be a UICCU checking account. Through the Bill Payment service, you can pay bills from your Bill Payment Account to businesses or individuals.

All payments you make will be deducted from the account that you designate as your Bill Payment Account for the Bill Payment service. 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. Any one bill payment item cannot be for an amount greater than \$9,999.99. We reserve the right to restrict types of payees to whom payments may be made using the Bill Payment service from time to time. You should not use the Bill Payment service to make payments to settle securities purchases, tax payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

Funds must be available in your Bill Payment 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 Bill Payment Account the following business day (e.g., Monday). After funds are withdrawn from your Bill Payment Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

You may choose to schedule payments to recur in the same amount at regular weekly, bi-weekly or monthly intervals (a "recurring payment"). If a recurring payment is chosen, the bill will be paid automatically each billing period provided sufficient funds are available. If the payment is not a recurring payment, it will be a "one time" payment. One time payments do not recur and are not made until you enter the payee and amount of the current bill and submit the payment. You may change payments that are recurring payments; however, you must allow at least three (3) business days after we receive any change to information you have given us about a payee to reflect the change in our records.

When you create a new payee in the Bill Payment service, it has a temporary status until we have had sufficient time to set up the account, and for your business payees, verify information about your account. You should schedule a payment to a new payee at least seven (7) business days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee. For all subsequent payments, you agree to allow up to five (5) business days 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). If you do not, 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, a representative from our Bill Payment Agent will work with the payee on your behalf to attempt to have any late fees or charges reversed.

If you are assessed a fee due to a late or missed payment and you believe the fee assessment is an error, you must contact Bill Payment Customer Service at 800-397-3790 M-Tu-Th-F 9:00 A.M. to 5:30 P.M ET; Wednesday 10:00 A.M to 5:30 P.M ET and Saturday 9:00 A.M. to 12:00 P.M. ET.

Once Customer Service has been contacted, they will submit a research request to the Bill Payment Research Department. If it is determined that you followed the proper Bill Payment procedures, Customer Service will:

- Credit your checking account for the full amount of late charges assessed by the payee AND
- Send a written statement to the payee explaining that you are not at fault for the late or missed payment.

If it is determined that you did not follow the proper Bill Payment procedures, you will be responsible for any fees assessed by the payee.

UICCU is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. UICCU will not be liable in any way for damages you incur if you do not have sufficient available funds in your Bill Payment 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 to correctly account for or credit the payment in a timely manner, or for any other circumstances beyond the control of UICCU.

If the session during which you schedule a payment ends by 10:00 p.m. (ET) on a business day, UICCU will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries made using the service, the time recorded by the Online Banking service controls.

You will be liable to the Bill Payment Agent and to UICCU for the full amount of any bill payments made on your behalf. No further bill payments will be allowed until this indebtedness to either

UICCU or the Bill Payment Agent is paid. You will also be responsible for any insufficient/uncollected fund charges.