



# Registration Disclosure

## CREDIT UNION ONE ONLINE BANKING, MOBILE BANKING AND DIGITAL WALLET

### ACCESS AGREEMENT AND DISCLOSURE

This Agreement and Disclosure ("Agreement") provides information about and states the terms and conditions for the online banking, mobile banking, and digital wallet products and services offered by Credit Union ONE ("CUO"). This Agreement shall be an addendum to the existing Electronic Funds Transfer Agreement that you received upon opening your account with CUO and which you may access at [www.cuone.org/about/disclosures.aspx](http://www.cuone.org/about/disclosures.aspx). The terms and conditions of your Deposit Account Agreement and any disclosures, as well as any other agreements with CUO shall remain in effect notwithstanding any provision in this Agreement to the contrary. In the event of a conflict between this Agreement and any of the other referenced documents, this Agreement shall control.

As used in this Agreement the terms "you" and "your" refer to the member as defined below and/or any authorized users of the online banking, mobile banking and/or digital wallet products and services offered by CUO. The terms "we," "our," "us," or "ours" refer to CUO. All references to time of day in this Agreement refer to Eastern Standard/Daylight Time as observed in Ferndale, Michigan.

Any person whose name appears on our records for an account as an owner may contract with respect to the account for online banking, mobile banking and/or digital wallet products and services. For purposes of this Agreement, each such owner shall be referred to as a "member" even though some owners may not actually be members of CUO. In addition, the term "member" shall also be deemed to include any and all authorized users of the online banking, mobile banking and/or digital wallet products and services offered by CUO, even if they are not actually members of CUO. Any open account may be made subject to this Agreement except term accounts and Individual Retirement Accounts.

You (the "member" as defined above) agree not to provide account access information to anyone, including a joint owner of the account, without our prior written consent. Such consent will normally be given if all subaccounts have the same ownership arrangements; otherwise we may require a restructuring of accounts. If you provide account access information to another person in violation of this provision, you authorize all subsequent actions of the individual involved, including, but not limited to the right to electronically consent to and/or authorize amendments to this Agreement. To stop such an individual from accessing your accounts you must notify us; upon such notice and with a reasonable time to act, we will take steps to prevent any future access; note that this may require us to stop all access to the account by anyone. Under our current data processing arrangements, anyone who has remote account access information to your account will have access to ALL subaccounts regardless of the ownership of the subaccounts.



If you would like a paper copy of this Agreement or of your Electronic Funds Transfer Agreement sent to you, please contact us at 800.451.4292 or visit any branch office. In the event you experience a problem with an identification number, password, security question, or believe information regarding your accounts or access to your accounts had been lost, stolen, or in any way compromised please contact a member service representative at the same number listed above.

## A. Online, Mobile and Digital Wallet Account Access

Our online banking, mobile banking and digital wallet product is an electronic account access service provided by CUO's third party licensors ("Licensors"), and designed to meet the needs of our members ("the System"). To be eligible you must be a member in good standing at CUO. You may become eligible by reading and agreeing to the terms of this Agreement and continuing to the "Set Password" page. If you are using Personal Financial Management (PFM) software or any other indirect service to access, track, download, or pay bills, the features of the System may not be available, or your software may not work in conjunction with the System. To access all of the features, products and services we offer, sign on directly through [cuone.org](http://cuone.org)

You acknowledge and agree that CUO and/or its Licensors are the owners of the System and will remain the owners of all rights, title and interest in and to the System. CUO and/or its Licensor's rights, title, and interest include, but are not limited to, all copyright, patent, trade secret, trademark and other intellectual property rights in the System. Licensors have licensed the System to CUO to enable CUO to make the System available to you, subject to the terms and conditions set forth in this Agreement. CUO, by and through its Licensors, grants you a limited, personal, nonexclusive, nontransferable license to use the System in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by CUO and Licensors.

## B. Equipment Specifications

You are responsible for obtaining, installing, maintaining, and operating all computer hardware, software, virus and malware protection mobile devices, and Internet service necessary to access the System. CUO will not be responsible for any errors or losses resulting from the malfunction your hardware, software, mobile device, or any Internet Service Provider, or for your failure to utilize hardware or other equipment or devices that fail to meet the stated System and modem specifications, as may be amended from time to time.

## C. Access to System - Password

After your initial account set up you will be required to establish your password at the "Set Password" page. This password will be used to identify you and will be considered your authorization for CUO to act and we may act on instructions we receive under your password. You accept total responsibility for your identification numbers, user ID, and password; agree to keep them confidential and secure, and to follow all provisions of this Agreement related to security. It is also recommended that you change your password every 90 days.

Once enrolled you will have access to the System twenty-four hours a day, seven days a week, unless an emergency exists or scheduled maintenance is being performed. In the event the System will not be available for any extended period of time, a notice will be posted on our website informing you of such unavailability. CUO reserves the right and you agree that CUO may limit, suspend, or terminate your access to the System at any time for any reason.

## D. Services



You may use the System to do the following:

- Obtain account/loan balances and histories
- Obtain loan payment due date and payoff information
- Obtain current year-to-date and prior year's dividends
- Obtain current year-to-date and prior year's loan interest
- Obtain clearance of specific checks
- Transfer available funds between accounts at CUO
- Enroll your CUO Debit Card in a third-party mobile payment system
- Place a stop payment order on a check
- Display a check copy
- Download transaction information to personal financial management software from savings, checking or loan accounts
- Import manually standard transaction data files (aggregation) from other financial institutions into the arrangements established by this Agreement.
- Pay Bills (see explanation below)
- Mobile Banking (separate agreement required)
- External Transfers – to and from another financial institution
- Messages – secure correspondence with CUO Contact Center
- Set Overdraft Options
- View 24 months of E-Statements/Statements
- Open new accounts
- View/Redeem Cash Back Checking Rewards
- Send check to self
- Alert CUO of travel plans/notification for debit card use
- Skip-A-Payment (Skip Loan Payment – has its own disclosure)
- Update Profile (email address, physical address(es), phone number, username, and password)
- CULetters – review critical account letters provided in digital form from the credit union
- Account Aggregation and synchronization utilizing other financial institutions credentials.
- Set up Savings Goals to track progress towards personal financial goals.
- Set up Budgets to track spending.
- Business ACH transfers.
- Business Wire transfers.
- Business Remote Deposit Capture of checks.
- Business Positive Pay for checks.

## E. On-Line Stop Payment Orders

You may request an on-line stop payment order for paper checks you have written on an account with CUO. On-line stop payment order requests will be processed real time. You will incur stop payment charges as disclosed to you in the current fee schedule.

## F. Bill Payment Service

In the event you elect to utilize the bill payment service offered by CUO through the System, you must agree to the terms and conditions of CUO's Bill Payment Agreement, a separate document that will be presented for your review and acceptance during the enrollment process under this Agreement. You may sign up for bill payment either when you enroll under this Agreement or at a subsequent time convenient for you. The current version of the Bill Payment agreement may be viewed at <http://www.cuone.org/about/documents/billpay-terms-conditions.aspx>.

**The following fees may be assessed against your account:**

- Non-sufficient funds



- Stop payment
- Fees set forth in the Bill Payment Agreement where applicable
- Expedited payment fee

See Credit Union ONE's Fee Schedule and Business Account Fee Schedule for a current listing of all Bill Payment fees.

## **G. Digital Wallet Offerings**

You may elect to add your CUO Debit Card ("Card") to a third-party mobile payment system, such as Apple Pay, Samsung Pay or Android Pay (each a "Digital Wallet"). A Digital Wallet is a third-party service that provides an additional mechanism whereby you can present your Card to participating merchants to purchase goods or services. CUO does not own, operate or control any Digital Wallet product or Digital Wallet Provider, and is not responsible for any service provided to you by a Digital Wallet Provider or by any third party engaged by a Provider. If you want to add your Card to a Digital Wallet, you agree to follow the procedures adopted and required by the Digital Wallet Provider, and any further procedures as may be adopted and required by CUO.

The terms and conditions of your agreements with CUO regarding the issuance and use of your accounts and Card will not be affected by enrolling your Card into a Digital Wallet. Any interest, fees and/or charges that would be applicable to your Card will also be applicable when you use a Digital Wallet for transactions involving your Card. Any transaction you make with your enrolled Card using a Digital Wallet product will be considered the same as if you had used your Card in person to conduct the transaction. In addition, your use of a Digital Wallet product will also be subject to agreements of the Digital Wallet Provider (i.e., Apple, Samsung, Google, etc.), and may be further restricted based upon any limitations imposed by your wireless service provider and/or any third party associated with the Digital Wallet Provider. CUO does not charge any additional fees for adding a Card to, or using your Card in, a Digital Wallet. However, you are responsible for any applicable wireless carrier data or usage fees incurred through the use of a Digital Wallet product.

You can add your eligible Card to a Digital Wallet by following the instructions of the Digital Wallet provider. CUO reserves the right, from time to time, in its sole and absolute discretion, to determine which Cards, if any, are eligible for inclusion in a Digital Wallet. If your Card or underlying account is not in good standing, CUO may refuse to allow the Card to be added to a Digital Wallet. When you add a Card to a Digital Wallet, the Digital Wallet Provider will allow you to use the Card for transactions where the Digital Wallet is accepted, consistent with the terms and conditions set forth by the Digital Wallet Provider. You understand that the Digital Wallet product may not be accepted at all places where your Card is accepted. In addition, CUO reserves the right to block a Card in our Digital Wallet from purchases at any time and for any reason, including, but not limited to, instances of suspected fraud, if your mobile device becomes lost or stolen, or changes in applicable law.

By adding a Card to a Digital Wallet, you agree that CUO may share your information with the Digital Wallet provider, a payment network(s) and/or other third parties as necessary to provide Digital Wallet services and process the transactions you request, to make information available to you regarding Card transactions, and to improve our ability to offer Digital Wallet products and services. CUO takes commercially reasonable steps to insure that information it sends to a Digital Wallet Provider is sent in a secure manner. However, CUO does not control the privacy and security of your information held by the Digital Wallet Provider. Digital Wallet Providers are responsible for the security of information provided to them or stored in their Digital Wallet. CUO is not responsible if there is a security breach affecting any information stored in a Digital Wallet. CUO is not responsible for any loss, injury or other harm you suffer in connection with the Digital Wallet Provider's access to and/or use of your information. Refer to your Digital Wallet Provider(s) for their privacy policies.

If you wish to remove a Card from a Digital Wallet, you must contact the Digital Wallet provider for instructions on how to remove the Card. CUO does not provide any Digital Wallet service to you. CUO's sole responsibility with respect to Digital Wallet activity is to exchange information with the Digital Wallet Provider as necessary in order to process transactions initiated by using the Card in the Digital Wallet. CUO is not responsible for any failure of the Digital Wallet, or your inability to use the Digital Wallet for any transaction. CUO is not responsible for the performance or non-performance of the Digital Wallet Provider or any other third party regarding any agreement you



enter into with the Digital Wallet provider. CUO is not responsible for any other associated third-party relationships that may impact your use of the Digital Wallet.

You are solely responsible for the transactions processed using your Card through a Digital Wallet, including the completeness and accuracy of any information entered. You agree to protect and keep confidential your Digital Wallet user IDs, passwords, PINs and any and all other information required for you to conduct transactions with your Digital Wallet. If you share these credentials with others, they may access your Digital Wallet to make purchase for which you are responsible. You must secure all mobile devices used with a Digital Wallet as you would with respect to your Card. If your device is lost or stolen, or if you have any reason to believe your mobile device, user ID, password, PIN or other security feature has been compromised, you agree to contact us immediately so that we can take action to disable your Card for use within the Digital Wallet service.

If you enroll your Card in a Digital Wallet, you are representing that you are the legal owner of the Card, account, and other financial information which may be accessed via a Digital Wallet. You represent and agree that all information you provide to CUO in connection with a Digital Wallet is accurate, current and complete, and that you have the right to provide such information to CUO for the purpose of using a Digital Wallet product or service. You represent that you are an authorized use of the mobile device you use to access a Digital Wallet product or service. You agree to indemnify, defend and hold harmless CUO from and against any and all losses, claims, damages, liabilities, regulatory or civil actions, costs or expenses (including attorneys' fees) that arise out of or are based upon (1) your failure of the failure of any Digital Wallet Provider to conform to applicable law; (2) the negligence or intentional action or inaction of you or any Digital Wallet Provider; (3) any breach by you of any term, condition, warranty, representation of these terms and conditions of the use of a Digital Wallet; or (4) any breach by you or any Digital Wallet Provider of any term, condition, warranty, representation or other portion of any Digital Wallet agreement. Your indemnification obligations hereunder shall survive the termination or expiration of this Agreement.

CUO reserves the right to cancel any Card eligibility for participation in a Digital Wallet, and further reserves the right to cancel its participation with any Digital Wallet Provider. CUO also reserves the right to change, add, revise or modify these Digital Wallet terms and conditions at any time. We will provide notice to you where required by law. You consent to receive electronic communications and disclosures from CUO in connection with your use of the Card and the Digital Wallet. If you give someone else authorization to access your Card/Digital Wallet, such authorization extends to that person's right to consent to any changes, additions, revisions and/or modifications to the terms and conditions of use of the Digital Wallet.

If you have any questions, disputes or complaint about a Digital Wallet, contact the Digital Wallet Provider using the contact information given to you by that Provider. If your question, dispute or complaint relates to your Card or account, contact CUO at 800.451.4292 or visit any branch office.

## H. Transfer of Funds - Posting

Transfers you initiate shall be posted Remote real time. This excludes bill payments, external transfers, and transfers made during system business finish and start processing.

## I. Periodic Statements

You will *NOT* receive a separate statement regarding transactions you complete via online banking, mobile banking or through a Digital Wallet product. All transactions will appear on the periodic statement for the account(s) that have been accessed and transactions performed via the System. You may also view account activity on the appropriate System screens.

## J. Security



The agreed security procedure is use of your account number, or user id, and password and multi-factor authentication. The account number, user id, password, and multi-factor authentication are intended to provide security against unauthorized access to your account. All data transferred to and from the System utilizes encryption technology consistent with industry standards to reasonably protect the security of data transferred. It is your sole responsibility to assure that your account number, user id, and password are not revealed or otherwise made available to persons not authorized to access your accounts.

The loss, theft, or unauthorized use of your account number, user id, password, could result in the loss of funds in your account, plus any amount that may be available under an overdraft protection line of credit. You agree to assume all liability for voluntary disclosure of your account numbers, user ID, password, and to any person(s) or entities, and to assume all responsibility for transactions or other account activity performed by person(s) or entities other than yourself to whom you have given your account number and password or security question answers. YOU ALSO AGREE TO IMMEDIATELY NOTIFY US OF ANY UNAUTHORIZED USE OF YOUR PASSWORD, ANY ACCESS OR ATTEMPTED ACCESS, TRANSACTION OR ATTEMPTED TRANSACTION, OTHER

ACCOUNT ACTIVITY OR ATTEMPTED ACCOUNT ACTIVITY, OR ANY OTHER BREACH OF SECURITY.

By accessing your accounts via the System you represent and agree that you have considered the security procedures contained herein and find that they are commercially reasonable for verifying that a transfer or other communication purporting to have been made by you is in fact yours. In reaching this conclusion you have considered the size, type, and frequency of transfers or other communications that you anticipate issuing through the System. If in your judgment these security procedures are not commercially reasonable or circumstances change so that you believe the procedures are no longer commercially reasonable, you must notify us within 30 days.

## K. Fees and Charges

The fees and charges related to transactions for which you use the System are the same as the fees and charges we charge in general; there are no unique fees related to use of the System. These fees and charges are set forth in our current fee schedule and can be accessed at [www.cuone.org/about/disclosures.aspx](http://www.cuone.org/about/disclosures.aspx)

Under no circumstances will CUO be responsible for telephone, wireless carrier, or Internet Service Provider fees you incur to access the System.

## L. Warranty Disclaimer

The System is provided on an AS IS basis. Neither CUO nor Licensors make any warranty of any kind, either express or implied, including any warranty of merchantability or fitness for a particular purpose for the System. Neither CUO nor Licensors warrant that the System will operate without errors or that it will be available for use in accordance with the terms of this Agreement.

## M. Limitation of Damages

You hereby agree CUO and Licensors, together with their officers, directors, employees, contractors, or agents, are not liable for any direct, indirect, special, incidental, exemplary, or consequential damages including lost profits, revenue or data whether in an action based in contract, tort, or warranty caused by CUO, Licensors, the System, or the use thereof, or arising out of the installation, use, or maintenance of any products or services subject to this Agreement. Except as specifically set forth in this Agreement you agree that the entire liability of CUO and/or Licensors and your exclusive remedy shall be amounts paid by you equal to one month of services provided through the System. Neither CUO nor Licensors shall be liable for any direct, indirect, special, incidental, exemplary, or consequential damages including lost profits, revenue or data whether in an action based in contract, tort, or warranty caused by the CUO, Licensors, the System, or the use thereof, or arising out of the installation, use, or maintenance of any products or services subject to this Agreement.



**N. Indemnification.** You agree to defend, indemnify, and hold harmless CUO and Licensors, together with their respective officers, directors, employees, contractors, agents, suppliers and their resellers from and against any liabilities, costs, damages and expenses (including settlement costs and reasonable attorneys' fees) arising from any and all claims from any person or entity resulting from or relating to your use of the System.

## O. Contact with Credit Union ONE

You may contact us for any reason related to this Agreement contacting us by phone at 800.451.4292, chat, email at [cuomembers@cuone.org](mailto:cuomembers@cuone.org), or in writing to Credit Union ONE, 400 E. Nine Mile Road, Ferndale MI 48220. You agree to immediately notify us of any change in your mailing address, email address and/or other contact information.

## P. Electronic Funds Transfer Disclosure

The following information supplements the information contained in the Electronic Funds Transfer Agreement provided to you in connection with the Electronic Funds Transfer Act.

### Types of Transfers You May Make

You may make the following types of electronic funds transfers using the Bill Payment Services:

- Make recurring payments from your checking account
- Make nonrecurring payments from your checking account
- Transfers described in the Bill Payment Agreement if you have established such an agreement with us.

You may also make the following types of electronic funds transfers using transfer services:

- Transfer available funds from your account to another financial institution
- Transfer available funds from another institution to your account
- Transfer available funds from your account to another member account
  
- Enroll your CUO Debit Card in a third-party mobile payment system

### Fees

You may be assessed fees for the above-described electronic funds transfers. These fees and charges are set forth in our current fee schedule. . An additional on-line fee may be assessed to your account. Please refer to Section J of this Agreement.

## Q. Member Driven ACH

Authorization agreement for originating credits and debits to another financial institution

You hereby authorize Credit Union ONE to transfer funds between your accounts at Credit Union ONE and another financial institution, and if necessary, to make adjustments to any errors. Credit Union ONE will be responsible for the transfer of funds in accordance with this authorization. Once a transfer is made to another financial institution, Credit Union ONE will have no further responsibility or liability for the deposit or withdrawal of such funds.





You acknowledge that the origination of ACH transactions to your account must comply with the provisions of U.S. law and that you are authorized to conduct transactions on all accounts involved in the transfer.

You authorize Credit Union ONE to make a small (\$1.00 or less) deposit and withdrawal of the same amount, on the same day, to the above listed account. You understand that Credit Union ONE does not control the order of posting of this deposit and withdrawal and that you must therefore ensure that a minimum of \$1.00 is available for transfer from this account. You agree that Credit Union ONE is not responsible for any overdraft, insufficient funds, or other fees that result solely as a result of your failure to make at least \$1.00 available for transfer.

You understand this agreement is in full force and effect until you delete the above account from my accounts transfer list.

#### **R. Communication**

As a condition of using the System, you consent to receive certain messages from us on your mobile device. You also agree to receive notices and other communications from us by e-mail, posting within the System or, if applicable, through messaging capabilities of a Digital Wallet product/service.

## **S. Miscellaneous Terms**

In addition to this Agreement, you agree to comply with and be bound by all terms and conditions of all applicable account agreements and disclosures with CUO, and with all applicable laws and regulations. We refer you to your account agreement that you received when you opened your account with us for additional terms and conditions and other disclosures that apply to your account.

We shall not be deemed to have waived any of our rights or remedies hereunder or under your account agreement unless such waiver is in writing and signed by an authorized representative of CUO. No delay or omission on our part in exercising any rights under this Agreement or any account agreement you have with us shall not operate as a waiver of such rights or remedies.

We reserve the right to make amendments to this Agreement and to any related fees or charges at any time by providing you a notice as required by law. If you have provided account access information to another person, you have also authorized that person to electronically consent to and/or authorize such amendments. Any use of the System after CUO has provided a notice of change shall constitute your acceptance of such change in terms of this Agreement. If you do not wish to accept any amendments to this Agreement or to any related fees or charges, your sole and exclusive remedy will be to terminate your use of the System.

Sections headings are for convenient reference only and shall not affect the meaning or have any bearing on the interpretation of any provision of this Agreement.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby.

This Agreement together with all exhibits referenced herein, constitutes the entire Agreement between you and CUO and supersedes all other proposals either oral or written between you and CUO on this subject.

This Agreement shall be binding upon the successors and/or assigns of both parties. Obligations of both parties with respect to confidential or private information and data pursuant to this Agreement remain in effect and shall continue and survive cancellation, termination, or expiration of this Agreement.





This Agreement shall be subject to and interpreted under the laws of the State of Michigan.

## T. Your Acceptance

By accessing your account(s) via the System you represent that you have read, fully understand and accept the terms of this Agreement, including but not limited to your intent that it be an addendum to your Electronic Funds Transfer Agreement with us.