

# **GREATER CINCINNATI CREDIT UNION ONLINE BANKING GENERAL TERMS AND CONDITIONS AGREEMENT AND DISCLOSURE**

This Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Online Banking service, the Bill Payment service, Mobile Banking service, Tellie E-Pay service, and E-Statement service ("Services"). It also describes the rights and obligations of Greater Cincinnati Credit Union ("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.

## **I. Definitions**

The following definitions apply in this Agreement:

1. "Authorized Representative" refers to a person with authority (with respect to the account);
2. "Bill Payment" is the online service that enables the scheduling of bill payments utilizing an internet enabled device;
3. "ISP" refers to your Internet Service Provider;
4. "Online Banking" is the internet-based service providing access to your Credit Union account(s);
5. "Mobile Banking" is the online service that enables you to access account information via a mobile device;
6. "Tellie E-Pay" is the online service that enables you to schedule money transfers electronically;
7. "E-Statement" is the online service that enables you to receive electronic copies of your statements of account;
8. "Online Account" means the Credit Union account from which you will be conducting transactions using a Service;
9. "Access Code" is the member-generated code selected by you for use during the initial sign-on, including any future sign-on that establishes your connection to the Service;
10. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
11. "Time of day" references are to Eastern Standard Time;
12. "Account Number" is the Credit Union generated identification number assigned to you for your connection to the Service;
13. "We", "us", or "Credit Union" refer to Greater Cincinnati Credit Union which offers the Services and which holds the accounts accessed by the Services; and
14. "You" or "your" refers to the owner of the account or the authorized representative.

## **II. Access to Services**

The Credit Union will provide instructions on how to use the Online Banking, Bill payment, E-Statement, and Mobile Banking Services. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your Access Code and your Account Number. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

### **III. Banking Transactions with Online Banking**

A. Account Access. This feature allows you to access your various savings and loan accounts. With Account Access, you can view your current savings and loan balances, view recent transaction history for each account and transfer funds between your accounts.

B. Transfer of Funds. In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may transfer funds among your checking accounts, savings accounts, and money market accounts. Also, you may transfer from deposit account to loan accounts to make loan payments.

C. Additional Services. New services may be introduced for Online Banking from time to time. The Credit Union will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

### **IV. Schedule of Fees**

The Credit Union offers the benefits and convenience of the General Online Banking Service to you at no charge.

### **V. Statements**

You will continue to receive in the mail your regular account statement either monthly or quarterly, depending on the type of account. However, you may sign up to receive E-Statements at no additional cost. Please refer to the Greater Cincinnati Credit Union E-Statement Agreement and Disclosure for more information.

### **VI. Use of Your Access Code, Authentication Questions, and Security Key**

You are responsible for keeping your Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- \* Do not give out your account information, Access Code, or Account Number;
- \* Do not leave your PC unattended while you are in the Credit Union's Online Banking Site;
- \* Never leave your account information within range of others; and
- \* Do not send privileged account information (account number, access code, etc.) in any public or general e-mail system.

If you believe your Online Account Information has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Credit Union immediately at (513)559-1234 or (800)803-1234 between the hours of 9:30 a.m. to 5:30 p.m., Monday through Friday and 9 a.m. to 12 p.m. on Saturday. Telephoning the Credit Union is the best way of minimizing your losses and liability. (See Section XII)

If you believe your confidential authentication questions and answers have been compromised, please use the authentication questions feature located in the *Options* drop down box within the Online Banking section of the Web site to change your information.

### **VII. Electronic Mail (E-mail)**

If you send the Credit Union an e-mail message, the Credit Union will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

\* NOTE: E-mail transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Access Codes, account information, etc. via any general or public e-mail system.

### **VIII. Bill Payment Services**

A. Description of Service. The Bill Payment Service permits you to use your Internet-enabled device to direct payments from your designated online Bill Payment Account to third parties you wish to pay. Your Bill Payment Account must be a primary checking account. Through the Bill Payment Service, you can pay bills from your Bill Payment Account to businesses or individuals. \*For additional information please refer to the Terms and Conditions Agreement for the Greater Cincinnati Credit Union Internet Bill Payment Service.

### **IX. Business Accounts**

If you are a business, any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to:

\* enter into this Agreement, as amended from time to time;

\* access each account of yours via the Online banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

### **X. Term and Termination**

A. Term. This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.

B. Termination for Cause. We may immediately terminate your electronic banking privileges (including the Bill Payment Service) without notice to you under the following circumstances:

1. you do not pay any fee required by this Agreement when due or
2. you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

C. Termination for Convenience. To terminate this Agreement, you must notify the Credit Union and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. You may notify the Credit Union by one of the following methods:

\* By sending an e-mail to [accounting@gccu.org](mailto:accounting@gccu.org)

\* By calling (513)559-1234 or (800)803-1234

\* By writing a letter and either sending it to the following address: **Greater Cincinnati Credit Union / 7221 Montgomery Rd / Cincinnati OH 45236** or by giving it to a Member Service Representative at any of the Credit Union's locations.

### **XI. Electronic Fund Transfer Provisions For Consumers**

A. Applicability. These provisions are only applicable to online electronic fund transfers which credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Credit Union may rely on any exceptions to these provisions which are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.

B. Your Liability. The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:

1. If you notify the Credit Union within two (2) business days after your confidential account information was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less

2. If you fail to notify the Credit Union within two (2) business days after your personal account information was lost or stolen, your liability will not exceed the lesser of \$500.00 or the total of:

\* \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and

\* the total of authorized EFTs which occur during the two (2) days before notification to the Credit Union, provided the Credit Union establishes that these EFTs would not have occurred had the Credit Union been notified within that two-day period.

3. You must report an unauthorized EFT which appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred with the 60-day period. You may also be liable for the amounts as described in sections 1 and 2 above.

4. If the report is made orally, we will require that you send the complaint or question in writing within 20 business days. We will notify you with the results of the investigation within 5 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 7 business days 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 your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.

5. You may notify the Credit Union by telephone, by writing, or in person. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.

C. Telephone Numbers and Addresses. In case of errors or questions regarding an Online and/or Mobile Banking, Bill Payment transaction, or Tellie E-Pay transaction, call (513)559-1234 or (800)803-1234 or write us at: Attn: Accounting Department, Greater Cincinnati Credit Union / 7221 Montgomery Rd / Cincinnati, OH 45236.

We must hear from you at the telephone number or address, listed above, 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

2. A description of the error or the transfer 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.

## **XII. Liability**

A. Our Liability. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking or Bill Payment services accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking and Bill Payment services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will not be liable to you in the following instances:

1. If through no fault of the Credit Union, you do not have enough money in your account to make the transfer.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
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 a legal proceeding or other encumbrance restricting the transfer.
5. If your transfer authorization terminates by operation of law.
6. If you believe someone has accessed your accounts without your permission and you fail to notify the Credit Union immediately.
7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
9. If we have a reasonable basis for believing that unauthorized use of your Access Code or account has occurred or may be occurring or 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.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

B. Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Payment account.

C. Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Google (Chrome browser), Microsoft (Microsoft Explorer browser), Safari or Firefox (Internet browsers) by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Bill Payment account.

D. Virus Protection. The Credit Union is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

### **XIII. General Terms and Conditions**

A. Credit Union Agreements. In addition to this Agreement, you and the 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 Service is your acknowledgment that you have received these agreements and intend to be bound by them.

B. Changes and Modifications. The Credit Union may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

C. Assignment. We may assign this Agreement to an affiliate of the Credit Union or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent

D. Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement, may be sent to you electronically.

E. Disclosure of Information. We will only disclose information to third parties about your account or transfers you make under the following circumstances:

- \* where it is necessary for the provision of Online Banking and for completing transfers;
- \* in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- \* in order to comply with government or court orders, or other reporting requirements;
- \* if you give us your permission;
- \* to the Credit Union affiliated companies, if applicable. Refer to the Greater Cincinnati Credit Union PRIVACY Notification for specific information regarding the sharing of information with non-affiliated companies.

F. Governing Law. This Agreement is governed by the laws of the State of Ohio and applicable federal law.