

ARIZONA CENTRAL CREDIT UNION

eBRANCH Online Banking Agreement and Electronic Funds Transfer Disclosure

Introduction

This eBRANCH Online Banking Agreement and Electronic Funds Transfer Disclosure (the "Agreement") governs your use of the Arizona Central Credit Union eBRANCH Online Banking Service (the "eBRANCH Service") including, but not limited to, any electronic funds transfers you initiate through the eBRANCH Service. Please read this Agreement carefully because it contains your and our rights and responsibilities and the terms and conditions under which the eBRANCH Service is provided.

Important References

In this Agreement, the words "you", "your", and "yours" mean each and every one of you who utilizes the eBRANCH Service. The words "we", "us", "our", and "ACCU" each mean Arizona Central Credit Union. An electronic funds transfer means any transfer of funds which is initiated through the eBRANCH Service except for transactions to purchase securities or commodities and automatic overdraft protection transfers.

Acceptance of Terms and Changes of Terms

This Agreement sets out the terms and conditions on which our service providers (as defined below) and we will provide and you may use the eBRANCH Service and forms part of a legally binding agreement between you and ACCU. By clicking "Accept" below, you acknowledge receipt of this Agreement and agree to be bound by all of the terms and conditions contained in this Agreement. Additionally, you acknowledge and agree that the terms and conditions of this Agreement are in addition to, and do not cancel or supersede, the terms and conditions of any other agreements between you and us, including all such disclosures made pursuant to such agreements. You further agree to follow all instructions provided by the eBRANCH Service as reflected on your computer monitor or other system access screen. We may change or amend any part of this Agreement at any time, including changes in terms, conditions, and fees as long as we give you advance notice as required by law. Your continued use of the eBRANCH Service constitutes acceptance of those terms and conditions.

Available Features and Services

You may access various services and features through the eBRANCH Service. Your use of such services and features may be conditioned upon your agreement to other terms and conditions which may be disclosed to you at the time you attempt to use them.

Service Providers

You agree that ACCU may assign its rights and delegate its duties under this Agreement to any party affiliated with ACCU or to any other party.

Electronic Delivery of Information

You agree that ACCU may provide all disclosures, agreements and notices electronically. For instance, if you apply for a new service on our website, all agreements and disclosures may be made available to you electronically. It is your responsibility to download or print these disclosures, agreements, and notices, and to review them, and keep them in a convenient place.

You opt and agree to receive periodic account statements for all of your accounts with ACCU through the eBRANCH Service as an alternative to receiving mailed paper statements. You understand that as an

eBRANCH Service user, you will have the ability to access your account statements through the eBRANCH Service. You agree to our Estatements Acceptance Disclosure, which is available at: https://arizona-ccu-v2.pid1-e1.investis.com/sites/arizona-ccu-v2/files/2011_07_eBRANCH_eStatements_Agreement.pdf.

You acknowledge and agree that you will not receive mailed paper statements beginning with the month following your acceptance of this service. You may opt-out of estatements and receive mailed paper statements by updating your preferences through the eBRANCH Service (click the "eStatements & Notices" link and then "Enrollment Options").

Business and Processing Days

Our business days are Monday through Friday, excluding holidays. For a list of credit union-recognized holidays ("Holidays"), you may contact your local ACCU branch or contact us at the telephone number or address listed under the section of this Agreement entitled "Our Contact Information" To guarantee a transaction is processed on the same calendar date it is initiated, the transaction must be initiated before 5:30 p.m. Mountain Standard Time. Transactions initiated after 5:30 p.m. will reflect an effective date of the calendar day you initiated the transaction, but a posting date of the next business day. For example, transactions initiated by you each business day before 5:30 p.m. are processed with that calendar day's date. Transactions initiated after 5:30 p.m. will reflect a posting date (transaction date) of the next business day, but will reflect the date of the calendar day on which you initiated the transaction as the effective date for purposes of dividend accrual and finance charge calculation. Similarly, transactions that you initiate on non-business days (Saturday, Sunday and Holidays) are effective dated the date the transaction was initiated by you, but will reflect a posting date of the next business day. Dividends on accounts and finance charges on loans will be calculated utilizing the effective date of the transaction.

Our Contact Information

Our telephone number is: (602) 264-6421 or toll free (866) 264-6421
Our Address is: Arizona Central Credit Union
P.O. Box 11650
Phoenix, AZ 85061-1650

Limits on Transfers and Transactions

There are no limits on the number or value of transactions you may initiate through the eBRANCH Service except as stated below for specific services, provided collected funds are available in your account or sufficient credit is available on any line of credit. You cannot initiate transfers using the eBRANCH Service to or from Certificate or IRA accounts, or any restricted accounts. We reserve the right to limit the frequency and dollar amount of any transactions at any time for security reasons without notice to you.

During any monthly statement period you may not make more than three (3) transfers from your Money Manager account to another of your ACCU accounts by means of an eBRANCH Service transfer, a preauthorized or automatic transfer, or a telephonic or facsimile order or instruction. Transfers to make payments on your loans at ACCU are excluded from this limitation.

Finance Charges on Loan Transfers

Each transfer made from your Line of Credit account, Home Equity Line of Credit account, or any other revolving line of credit account you may have with us, is considered a cash advance. Finance charges begin to accrue from the effective date of each loan transfer in accordance with the terms of your credit agreement(s).

Funds Availability and Accrual of Dividends

Funds from electronic funds transfer credits/deposits will be available on the effective date of the transfer in accordance with our "Funds Availability Policy" located in: https://www.azcentralcu.org/sites/arizona-ccu-v2/files/global/documents/Finance-and-tools/AccountAgreements_Disclosures.pdf. Dividends begin to accrue on the effective date of the transfer.

Issuance and Confidentiality of your Password

You are required to select a personal identification number or PIN (the "Password") for use with the eBRANCH Service. The Password is required for security purposes in connection with your use of the eBRANCH Service. Your Password is confidential and should NOT be disclosed to others or recorded on documentation or records located on or around your computer. You are responsible for the proper safekeeping of your Password. You agree not to disclose or otherwise make your Password available to anyone who is not authorized to sign on your accounts. If you authorize anyone to use your Password that authority shall continue until you specifically revoke such authority by changing the Password or by notifying ACCU and obtaining a replacement Password. You understand that if you reveal your Password to anyone, or request that ACCU issue a Password to anyone else, you have authorized that individual to utilize the eBRANCH Service, including the ability to initiate funds transfers and withdraw funds from any of your accounts which can be accessed through the eBRANCH Service, regardless of whether that person is actually authorized to transfer or withdraw funds from the account(s) by any means other than by use of the eBRANCH Service. If you fail to maintain security of your Password, we reserve the right to terminate your use of the eBRANCH Service as well as any other ACCU deposit and loan services.

You should utilize such other Password protection precautions as may be appropriate under any particular set of circumstances to ensure proper security over eBRANCH System access. The eBRANCH Service provides the capability for you to change your Password. To help safeguard your security, you should change your Password frequently.

If you forget your Password or your eBRANCH System access is disabled due to the use of an incorrect Password, you must contact an ACCU representative to have a temporary Password issued to you. Contact ACCU at one of the telephone numbers listed under the section of this Agreement entitled "Our Contact Information". We reserve the right to require written re-application for a new or replacement Password.

ACCU Liability

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses and damages. However, there are some exceptions. We will NOT be liable, for example, if: **(1)** Through no fault of ours, you do not have enough available funds in your account to make the transfer; **(2)** The transfer would exceed any permitted overdraft line you have with us; **(3)** Circumstances beyond our control (such as fire, flood, power failure, labor dispute, computer breakdown, telephone line disruption or a natural disaster) prevent or delay the transfer despite reasonable precaution taken by us; **(4)** The funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal; **(5)** The Password or transaction information or other information you have provided is incorrect, incomplete, ambiguous or untimely; **(6)** The system was not working properly and you knew about the breakdown when you started the transfer; or **(7)** You are in default on an account to or from which you are attempting a transfer. (There may be other exceptions stated in our agreement with you.)

In addition, ACCU will also have no liability whatsoever for failure to complete a payment or transfer you initiate or attempt to initiate through the eBRANCH Service under any of the following circumstances: **(1)** If you did not properly follow software or eBRANCH Service instructions on how to make the transfer or payment; **(2)** If you did not give ACCU complete, correct, and current instructions or information to process your transaction request; **(3)** If you did not authorize a payment soon enough for the payment to be made, transmitted, received, and credited by the payee/vendor; **(4)** If ACCU made a timely payment but the payee/vendor did not promptly credit your payment after receipt; **(5)** If your personal computer and/or software malfunctioned for any reason; **(6)** If the transfer or payment could not be completed due to system unavailability or a

telecommunication or internet service provider service failure; or **(7)** We blocked the transfer to protect the integrity or security of the eBRANCH System.

Your Liability

You are responsible for all transfers and payments you initiate and authorize using the eBRANCH Service. If you permit other persons to use the eBRANCH Service or your Password, you are responsible for any transactions they authorize from any of your accounts.

Notify us **IMMEDIATELY** if you believe that your Password has been lost or stolen or that someone has used it or may use it to access the eBRANCH Service. Notifying ACCU by phone is the best way to limit your potential for loss. You could potentially lose all the money in your account plus any available funds on your line(s) of credit. **Our telephone numbers and address appear under the section of this Agreement entitled "Our Contact Information".**

If you notify us within two (2) business days after learning or suspecting that your Password was lost, stolen, or used by someone without your permission, you can lose no more than \$50.00. If you do NOT notify us within two (2) business days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password without your permission had you told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Error Reporting and Claims

Call us or write us **IMMEDIATELY** at the telephone number or address described in the section of this Agreement entitled "Our Contact Information" if you think your statement is wrong (or shows transfers and transactions that you did not authorize) or if you need more information about a transfer.

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not recover funds lost after the 60-day period.

When contacting us to report an error or make a claim:

- (1) Tell us your name, and the account number of the Account to which the error relates;
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information; and
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether we committed an error within ten (10) business days (twenty (20) business days for new member accounts) 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 (ninety (90) days for new member accounts) to investigate your complaint or question. If we decide to do this, we will credit/debit the applicable accounts within ten (10) business days (twenty (20) business days for new member accounts) for the amount you believe is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within ten (10) business days, we may not credit/debit the applicable accounts.

We will tell you the results within three (3) business days after completing our investigation. If we decide that we did not make an error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

Right to Receive Documentation of Transfers

Your completed eBRANCH Service transactions will appear on your periodic account statements. You will get a monthly account statement on the electronic funds transfer activity on your accounts unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly. Be sure to review and verify all statement information thoroughly. You may also obtain information on transfers and payments by inquiry of your transactional account history using the eBRANCH Service.

Fees and Charges

There is no fee for accessing the eBRANCH Service. However, you are solely responsible for the payment of any internet service provider and telephone and utility company charges incurred in connection with accessing the eBRANCH Service.

Bill Payment

To utilize the Bill Payment feature, you must have an ACCU checking account. All payments you make using the Bill Payment feature will be deducted from your checking account. ACCU may cancel the Bill Payment feature on your account during any calendar month in which you do not use the service to pay at least one bill. You may reactivate the Bill Payment feature at a later date; however, any payee and payment information previously saved will have been deleted.

Account Transaction History

Each time you inquire and download account transactional information, you will receive information for at least the last sixty (60) calendar days. This means that you may need to download transactional information at least once every sixty (60) days if you wish to have all of your account information on your personal computer.

Right to Stop Payment

A stop payment order cannot be placed once an electronic funds transfer has been initiated by you and accepted by the eBRANCH System, or a bill payment transfer has been made and your account has been debited on the scheduled payment date. If you have made a transfer in error, you must reverse the transaction by initiating a correcting transfer. (Note: Transfers cannot be corrected via the eBRANCH Service when made as transfer/payments to closed-end loan accounts. Contact ACCU at one of the telephone numbers or the address listed under the section of this Agreement entitled "Our Contact Information" to discuss reversal of these transactions or if you need additional assistance.) For further information on placing stop payments on Bill Payment transfers, refer to the online Bill Payment user instructions http://www.azcentralcu.org/home/fiFiles/static/documents/MV_BPP_lo.pdf .

Disclosure of Account Information to Third Parties

We will disclose information to third parties about your account or the transfers you make: **(a)** Where it is necessary for completing transfers; or **(b)** In order to comply with government agency or court orders; or **(c)** In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or **(d)** If you give us your written permission. For additional information on Arizona Central Credit Union's Privacy Policy

visit http://www.azcentralcu.org/home/fiFiles/static/documents/New_Member_Disclosure.pdf

System Unavailability

The eBRANCH Service may be interrupted for a short time each day to allow for data processing. Additionally, access to the eBRANCH Service may be unavailable at times for the following non-exclusive reasons: (1) Scheduled Maintenance - There will be necessary periods when systems require maintenance or upgrades; (2) Unscheduled Maintenance - the eBRANCH Service may be unavailable when unforeseen maintenance is necessary; (3) System Outages - Major unforeseen events, such as, but not limited to, earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, may cause eBRANCH System unavailability; or, (4) Internet Service Provider - Failure by or unavailability of an internet service provider. We will make all reasonable efforts to ensure the availability of the eBRANCH Service; however, we are in no way liable for system unavailability or any consequential damages that may result.

Other Limitations of Liability

You are solely responsible for the selection, installation, maintenance, and operation of your personal computer and software. ACCU expressly disclaims any and all liability as relates to the improper use of your personal computer and the transmission of data except as provided by statute. ACCU is not responsible for any errors or failures due to any malfunction of your personal computer or the software, or unsuitability of your personal computer or software, or any virus, or any problems that may be associated with the use of an on-line service.

Termination and Automatic Deactivation of eBRANCH Service

You may terminate your eBRANCH Service at any time by providing written notice to ACCU and immediately discontinuing use of the eBRANCH Service, or by discontinuing access to the eBRANCH Service for a six-consecutive-month period. You are solely responsible for notifying any participating merchants (when applicable) that you have terminated your bill payment transfer capabilities.

If you do not access the eBRANCH Service for a six-consecutive-month period, your access to the eBRANCH Service will automatically be deactivated. If this occurs and you wish to reactivate your eBRANCH Service, you must contact ACCU by telephone or in person. We reserve the right to require written reapplication before we reactivate your access to the eBRANCH Service.

ACCU may also terminate the eBRANCH Service and this Agreement at any time by giving you advance notification, either orally or in writing. Whether you or ACCU terminates your eBRANCH Service and this Agreement, the termination shall not affect your obligations under this Agreement for any transfers or payments initiated prior to termination.

Enforcement

Except as otherwise stated in this Agreement or applicable law, you agree to be liable to ACCU for any liability, loss, or expense as provided in this Agreement that ACCU incurs as a result of any dispute involving your accounts or the eBRANCH Service. You authorize ACCU to deduct any such liability, loss, or expense from your account without prior notice to you.

Attorneys' Fees and Costs

In the event either party brings a legal action to enforce this Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Arizona law, to payment by the other party of its reasonable attorneys' fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

Severability

Should any one or more provisions of this Agreement be determined illegal or unenforceable, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable, and any such modification shall not affect any other provision of this Agreement.

Waiver

No act or failure to act on the part of ACCU shall be deemed a waiver of any part of this Agreement, unless such waiver is in writing and signed by ACCU. Any such waiver shall apply only to the circumstances described in the writing and shall not apply to any other prior or subsequent event.

Third Party Beneficiaries

Except as otherwise stated in this Agreement, only you and we are parties to this Agreement and shall be entitled to the benefits of this Agreement, except that our service providers may be considered third-party beneficiaries under this Agreement and be entitled to enforce the terms of this Agreement. No other person shall be considered a third-party beneficiary under this Agreement or be entitled to enforce the terms of this Agreement.

Captions

The captions of sections of this Agreement are for convenience only and shall not control or affect the meaning or the provisions of this Agreement.

Proprietary Rights

You acknowledge and agree that ACCU and/or our service providers own all rights in and to the eBRANCH Service. You are permitted to use the eBRANCH Service and any of its features only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile our and/or our service provider's services or technology.

Indemnification

You agree to indemnify, defend, and hold harmless ACCU, its affiliates, partners, officers, directors, employees, consultants, service providers, and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from your use of the eBRANCH Service, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of Agreement, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity.

Governing Law

This Agreement is made in Arizona and shall be governed by the laws of the State of Arizona and the federal laws of the United States of America.