

# Online Banking Agreement and Disclosure Statement

*Please read this information carefully and print a copy and/or retain this information electronically for future reference.*

## **E-SIGNATURE AND ELECTRONIC DISCLOSURES AGREEMENT**

You are signing up to use the Centris Federal Credit Union ("Centris") Online Banking service. This E-Signature and Electronic Disclosures Agreement ("E-Sign Agreement") applies to all communications, documents, disclosures and electronic signatures related to the Online Banking service.

### **Scope of Consent and Agreement for Receiving Electronic Disclosures, Notices and Information from Centris**

You specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements (if and when you enroll in eStatements), receipts, notices, modifications, amendments, and all other evidence of our transactions; and governmental and/or third party notices (such as IRS 1098, 1099, etc.), to include notices required by federal or state laws (such as notice of unclaimed property) or notice of the availability of any of the foregoing (hereinafter all such disclosures and/or documentation is referred to as "electronic record(s)") with you or on your behalf electronically by posting or providing a link to same on Centris' website, by submitting a notice to the e-mail address provided to Centris, or by using other electronic methods allowed pursuant to applicable laws and regulations to provide electronic records to you. If an e-mail is returned undeliverable, we will change your account statement status to paper and will provide your periodic statement via U.S. mail to your address of record. Thereafter, it will be your responsibility to re-apply for any electronic notification or disclosure services we offer and/or to provide notice of your correct address pursuant to your Membership Agreement with us.

### **Agreement to Use Electronic Signatures**

By checking the "I accept" check box at the bottom of this disclosure you are electronically signing this E-Sign Agreement and the Terms of Use related to the Online Banking service. You specifically agree that any electronic signatures that you provide through this online process are valid and enforceable as your legal signature. You acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in the E-Sign Agreement and Terms of Use documents just as if you had physically signed the same documents with a pen.

### **Agreement to Receive Disclosures Electronically**

You agree to receive all legal and regulatory notices, disclosures and other communications associated with your registration or use of this Service through electronic means including web-based electronic interface, mobile phone interface or e-mail.

### **Availability of Printed Copies**

We recommend that you print and retain copies of any of the E-Sign Agreement and Terms of Use, disclosures, or other related documents from your computer, mobile phone or other access

device associated with all transactions utilizing Online Banking. There is no charge for you to download and print these documents. Additionally, if you wish to obtain a paper copy of any of these documents, you may write to Centris at: Centris Federal Credit Union 13120 Pierce Street, Omaha, NE 68144 or call 402-334-7000 with the details of your request. Paper copies will be provided to you at no charge.

### **Withdrawing Consent**

You may at any time withdraw your consent to do further business electronically and revoke your agreement to receive electronic disclosures. This may be done by clicking on the 'Cancel' button to cancel the current Request. By doing so, this will terminate the Online Banking Service. If you decide to withdraw your consent, the legal validity and enforceability of prior electronic Disclosures will not be affected.

You have the right to withdraw your consent to receive electronic records at any time. You can withdraw your consent by calling Centris at 402-334-7000 or using Online Banking settings. Your withdrawal of consent will be effective within a reasonable period of time after we receive your withdrawal request. We will then send paper copies of your electronic records to your mailing address, and we will no longer provide this information electronically.

### **Contact Information**

To use this Online Banking service you must provide your current e-mail address so that we can send you important information related to your use of this service. You may review and update the personal information maintained about you in the "Settings" section of Online Banking at any time to ensure that it is accurate.

### **Hardware, Software and Operating System**

The requirements for accessing our online systems to use this service and access disclosures are as follows: You must use a computer, smart phone, or other wireless device to use Online Banking. You must have a device that uses a supported version of one of the following browsers: Internet Explorer, Firefox, Chrome, or Safari. You may also use a wireless device application developed for this service if your device supports it. You are responsible for installation, maintenance, and operation of devices used to access this service. Centris is not responsible for errors, failures, or malfunctions of any device used or attempted to be used for access to this service. Centris is also not responsible for viruses or related problems associated with use of these online systems.

**Having accepted these terms and agreeing to receive disclosures electronically as set forth herein and below, you expressly agree to the terms as set forth below and reaffirm that agreement with each use of any account or service provided as governed by these disclosures and agreements.**

### **Online Banking Agreement and Disclosure Statement**

Please read this Online Banking Agreement and Disclosure Statement ("Agreement") carefully before accessing or using these services. By accessing or using these services, you agree to be bound by the terms and conditions set forth below. If you do not wish to be bound by these terms and conditions, you may not access or use these services.

This Agreement states the terms and conditions that apply when you apply for qualifying account(s) on the Internet, open qualifying account(s) on the Internet, Internet-enable your qualifying account(s), access account information over the Internet, access account statements, disclosures, notices, letters and other information provided electronically over the Internet, transfer funds between qualifying Internet-enabled accounts, or any other services available. Such activities may be performed using Centris' services including without limitation, the website [centrisfcu.org](http://centrisfcu.org), Online Banking, or Mobile App. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. In the event of any inconsistency between this Agreement and our Membership and Account Agreement, the provisions of the Membership Account Agreement shall govern. You must also follow all of our instructions and procedures applicable to the services covered by this Agreement.

### **Explanation of Certain Terms**

"We", "us" and "our" means Centris Federal Credit Union ("Centris").

"You" and "your" mean each individual person or business entity that we permit to use the Online Banking services subject to the terms of this Agreement.

"Company representative" means, if you are a business entity, anyone we reasonably believe, in accordance with our security procedures, to be authorized to act on your behalf in connection with our online banking service.

"Internet-enable" your account(s) means to enable you to obtain our service that allows you to obtain information and perform transactions we make available for your qualifying accounts over the Internet by use of a personal computer and modem and/or other means we authorize or allow.

"Online Banking" means the services provided under this Agreement which allow you to access information about your Internet-enabled accounts, transfer funds between qualifying accounts, and perform other transactions and obtain other services that we authorize or allow, but does not include our bill pay service.

"Online" means through the Internet by use of a personal computer or other screen-based electronic device.

"Account" means a share, loan or other account for which information may be accessed or transactions may be performed using our Online Banking service.

"Consumer Account" means an account owned by a natural person(s) and established primarily for personal, family, or household use.

"Commercial Account" means an account that is established by a Business Entity.

"Access Codes" mean the member account number, log-in, password and any other means of access to our Online Banking service you establish or we provide for you.

## **Access Codes**

To use our Online Banking service, you must use the Access Codes you establish or we provide for you. You agree to protect and keep confidential all Access Codes or other means of accessing your accounts to prevent unauthorized use or loss to your accounts. The loss, theft, or unauthorized use of your Access Codes could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft.

If you disclose your Access Codes to any person or entity, you assume all liability associated with such disclosure. If you permit any other person or entity to use our Online Banking Service or to access or use your Access Codes or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person or entity. Anyone to whom you give your Access Codes will have full access to your accounts even if you attempt to limit that person's authority. Additionally, that person will have full access to any other of your accounts which are accessed by those Access Codes, even if those accounts are in your name with another person. If you believe someone may attempt to use or has used your Access Codes without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at the contact information provided under the section below entitled "Notify us IMMEDIATELY of Unauthorized Transactions."

None of our employees or employees of our affiliates will contact you via phone or e-mail requesting your Access Codes. If you are contacted by anyone requesting this information, please contact us immediately at our phone number shown in the section below entitled "Notify us IMMEDIATELY of Unauthorized Transactions."

We may at our option change the parameters for Access Codes without prior notice to you, and if we do so, you may be required to change your Access Codes the next time you access our Online Banking service.

## **Protecting Your Personal Information**

In addition to protecting your Access Codes, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, or tax identification number. This information by itself or together with account information may allow unauthorized access to your accounts. You should treat personal information with the same level of care that you would for your account information. You should also protect and secure all information and data stored in any personal computer or other equipment you use to access our Online Banking service.

## **Individual Agreement for Online Banking Service**

We do not have joint agreements for our Online Banking service. If you are an individual or sole proprietor, you are the only member under this Agreement. However, any of the accounts to which you have access through our Online Banking service may be jointly owned with, or joint obligations with, others.

## **Qualifying Accounts**

We will tell you which types of accounts qualify for our Online Banking service. You must be a named owner, obligor, trustee, or other authorized signer on the account in our records for it to qualify. Any account requiring more than one signature for withdrawal, draw or transfer of funds does not qualify. You agree to provide us with any authority we require before we permit access to any qualifying account.

## **How to Use Our Online Banking Service**

Please refer to the online help and instructions on how to use our Online Banking service which appear on our Online Banking service website. These instructions are part of this Agreement.

## **Types of Online Banking Services**

You or someone you have authorized by giving them your Access Codes (even if that person exceeds your authority) can instruct us to perform the following transactions:

- Transfer funds between qualifying accounts;
- Obtain information that we make available about qualifying accounts;
- Update your personal contact information such as address, e-mail, and/or phone(s);  
and
- Obtain other services or perform other transactions that we allow.

## **Funds Transfers**

You may make funds transfers using the Online Banking service. You may transfer funds between qualifying accounts you own at Centris, referred to as Internal Transfers, and between your qualifying Centris accounts and accounts you own at other financial institutions, referred to as External Transfers. You may also transfer funds from your Centris accounts to an account of another Centris member, referred to as Member Transfers.

All Transfers may be created as a one-time transfer, a one-time scheduled transfer, or as a recurring scheduled transfer.

## **External Transfers**

You may choose to add qualifying accounts which you would like to use with the funds transfer service. All qualifying accounts must be with financial institutions in the United States and in U.S. dollars.

A qualifying account may be added or deleted by you at any time.

To add a qualifying funds transfer account, you authorize us to make small deposits to the qualifying account to confirm your control of the account. You agree to verify, online, the amount of such deposits. The qualifying account will be activated for use upon your verification of the deposit amounts.

Upon your request, we will make electronic transfers from a qualifying account via the Automated Clearing House (ACH) system in the amount you specify. You agree that such

requests made within the Online Banking service constitute your written authorization for such transfers.

You agree that we are not responsible to investigate discrepancies between account number and names on the account and may execute that transaction with account number reference only.

If your qualifying account ever reflects an amount owed to us, you agree to pay such amount to us immediately upon demand. You also agree to pay for all collection costs including reasonable attorney fees. For an External Transfer, we debit one of your accounts and credit another of your accounts. If the debit side of the transaction fails and the credit side of the transaction is completed, you authorize us to collect from the account to which the credit side of the transaction was sent. We reserve the right to resubmit a debit or a partial debit against any of your qualifying funds transfer accounts to recover any deficiency resulting from the original amount plus any fees imposed.

### **Preauthorized Recurring Fund Transfers**

To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests you make for us to do so. We will only allow preauthorized recurring fund transfers that do not vary in amount.

### **Limits on Online Funds Transfers**

You must have enough available money or credit in any account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars.

For security reasons, we may implement limits on the number or amount of transactions you can make using our Online Banking service. We may change your transfer limits at any time. We also reserve the right to limit or suspend access to our Online Banking service as we deem necessary for security reasons. We may also limit access from countries other than the United States of America.

Internal Transfers and Member Transfers may be made in any amount that does not exceed the available balance for any qualifying Centris account.

External Transfers are limited as follows:

- Amount Per Transaction is \$3,000
- Amount Per Account Per Day is \$3,000
- Amount Per Day is \$6,000
- Amount Per Month is \$10,000

If any qualifying accounts are money market deposit accounts or savings deposit accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 in any monthly statement period. The kinds of withdrawals covered by this limitation are those made by means of preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, debit card, or similar order payable to third parties.

## **Transfers Involving Insufficient Funds**

If you instruct us to make a transfer and you do not have a sufficient balance in the account from which you are making the transfer (including available credit under any overdraft line or a discretionary overdraft privilege service if it is made available to you), we are NOT obligated to transfer funds in accordance with your instructions. We may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

If we do not make a transfer, or if we reverse a transfer, because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for fees, including without limitation a non-sufficient or overdraft fee, under the terms governing the account from which you made, or attempted to make, the transfer.

## **When Online Funds Transfers are Made**

### Internal Transfers and Member Transfers:

- One-Time transfers occur immediately upon submission, 7 days per week, 24-hours per day.
- Scheduled One-Time or Recurring Transfers occur at approximately 8:00 AM CT 7 days per week.

### External Transfers:

- The daily cut-off time for an External Transfer is approximately 2:45 PM CT on credit union business days, Monday through Friday. Saturday, Sunday and federal holidays are not business days. External Transfers submitted after 2:45 PM will be processed on the next business day.
- The typical time to send or receive money using the ACH network is 3 to 5 business days. We do not guarantee any specific turn-around time for this type of transfer. You should check your accounts to see debit or credit amounts to confirm the status of transferred funds.

**Information you obtain about your accounts using our Online Banking service may not reflect transactions that have not yet been posted to your accounts.** You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information; not accounting for transactions that you have made but have not yet been posted to your accounts could cause you to overdraw your account.

## **Cut-Off Time**

The Cut-Off Time is generally 2:45 PM CT; however, the Cut-Off Time may vary for reasons including without limitation scheduled software maintenance.



The Cut-Off Time is determined by the time displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer. For this reason, we suggest that you provide any transfer requests to us as early as possible to decrease the possibility of missing the cut-off.

### **Our Liability for Failure to Complete Transfers from Consumer Accounts**

If we do not complete a transfer from a consumer account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough available money in the account from which a transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a transfer because of insufficient funds.
- If any transfer would go over the credit limit of any account.
- If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.
- If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction.
- If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.
- If you do not instruct us soon enough for your transfer to be received and credited.
- If the money in the account from which a transfer is to be made is subject to legal process or other claim restricting the transaction.
- If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.
- For any other reason stated elsewhere in this or any other Agreement you have with us.

The list of examples set out in this section is meant to illustrate circumstances under which we would not be liable for failing to make a transfer and is not intended to list all of the circumstances where we would not be liable.

In the event we are ever liable to you for damages related to the Online Banking service, your damages will be limited to actual damages only. We will not be responsible for indirect, special, incidental or consequential damages, punitive damages, court costs or attorneys' fees.

### **Stopping or Changing Transfers/ Stopping Checks**

If you want to stop or change transfers you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual transactions as well as preauthorized recurring transactions. The normal way to do this is for you to access the appropriate function in our Online Banking service no later than the day before the business day the transfer is scheduled to be made, and either delete it or make the change. External Transfers must be cancelled by 2:30 PM of the day of the scheduled transfer.



Stop Payments for checks (electronic or written) can be submitted within Online Banking using the Stop Payment feature. You may also call us at 402-334-7000 or by using any electronic stop payment method which we provide for this purpose. If you call, you must do this in time for us to receive your request three (3) business days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing on paper and get it to us within 14 days of any oral notification. There may be fees applied to your account(s) for using stop payment services. Please check our Rate and Fee Schedule for more information.

If you order us to stop a preauthorized recurring transfer from a consumer account as described above, and we do not do so, we will be liable for your losses or damages.

### **Bill Pay Service Enrollment**

To enroll for the Bill Pay service, you must access the "Bill Pay" section of the Online Banking service, designate anyone of your Centris checking accounts as the primary account for use with the Bill Pay service and comply with the separate terms and conditions governing the Bill Pay service. If you use these services, you acknowledge and agree to the terms and conditions set forth in the Bill Pay Agreement accepted by you during the enrollment process.

### **Online Banking Services using Wireless Devices**

Online Banking includes using certain mobile phones and/or other wireless devices (together, "Wireless Devices") to access your Centris account information and perform services available in Online Banking and outlined within this Agreement.

You must then install the Software on a compatible and supported Wireless Device.

Online Banking using a Wireless Device may not be accessible or may have limited utility over some network carriers. In addition, the service may not be supportable for all devices. Centris cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues. Your wireless carrier may assess you fees for data or text messaging services.

The availability, timeliness and proper functioning of Online Banking services using a Wireless Device depend on many factors, including your Wireless Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, software and your Wireless Device. You understand and agree that Online Banking services using a Wireless Device may not always be accessible and may have limited utility over some wireless networks, such as while roaming. You agree that the Online Banking services using a Wireless Device may not operate without interruption or be error-free and that neither we nor our service providers shall be liable for any loss or damage to you caused by any unavailability or improper functioning of the Online Banking services.

We offer mobile access to your account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS), as well as the option to set up alerts for your accounts (e.g., low balance alerts). Enrollment requires identification of your banking relationship with us as well as providing a mobile phone number. The mobile phone number's verification is done by you receiving an SMS message or e-mail with a verification code which you will have to enter Online. Additionally, you may select the type of alerts and other preferences which will determine, together with your account data, the frequency of alerts

delivered to you. This program will be ongoing. Standard messaging charges apply. You will be allowed to opt out of this program at any time.

### Relation to Other Agreements

You understand and agree that when using our Online Banking services with a Wireless Device, you remain subject to the terms and conditions of your existing agreements with any service providers not affiliated with us, including, but not limited to, your mobile service provider (i.e., AT&T, Verizon, etc.), and that this Agreement does not amend or supersede any of those agreements. You understand and agree that those agreements may provide for fees, limitations and restrictions which may affect your use of Online Banking services (such as data usage or text messaging charges imposed by your mobile service provider for downloading the Software, sending or receiving Online Banking text messages, or other use of your Wireless Device when using the Online Banking services). You understand and agree that you are responsible for all such fees, limitations and restrictions, and that we are not responsible for the services provided by your mobile service provider. Accordingly, you agree to resolve any problems with your mobile service provider directly, without involving us.

Any deposit account, loan or other banking product accessed through this service is also subject to the Membership and Account Agreement, Electronic Funds Transfer Agreement and Disclosure (for consumer accounts), Rate and Fee Disclosures, and your loan agreements. You should review the account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Online Banking services.

### Mobile Deposits

Mobile deposit services are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to Centris or Centris' designated processor. You can access mobile deposit services through Online Banking using your wireless device and must comply with the separate terms and conditions governing the mobile deposit service. If you use these services, you acknowledge and agree to the terms and conditions set forth in the Mobile Deposit User Agreement.

### **Communications Link and Your Equipment**

It is your sole responsibility to obtain and maintain your online communications link to our Online Banking service to ensure that your use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities. You are solely responsible for obtaining, installing, maintaining and operating all hardware, software and Internet access services necessary for obtaining our Online Banking service.

### **Risk Of Loss**

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

## **Business Days**

Our Online Banking service is generally available 24 hours a day, 7 days a week. However, we only process transactions to accounts owned by you at other financial institutions and update information on business days. Our business days are Monday through Friday. Saturday, Sunday and federal holidays are not business days.

## **Online Banking Fees**

We may charge a fee(s) in connection with our Online Banking service or any service accessed using our Online Banking service. Any fee(s) charged in connection with our Online Banking service are disclosed on our separate fee schedule(s). If we start charging a fee or make a change to a fee, you will be notified as required by applicable law. Cancellation of the services for which fees are charged does not release you from liability for any and all fees assessed by us but not yet paid prior to your cancellation of such service.

## **Disclosure of Information to Others**

See our separate "Privacy Policy" which is available online at [www.centrisfcu.org](http://www.centrisfcu.org) for more information about how we use customer information and your options.

## **Your Liability for Authorized Transactions**

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you have given someone your Access Codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. We may have to change your Access Codes or take additional steps to prevent further access by such person. Transactions already in progress by a person you wish to be removed from having account access must be canceled in compliance with the "Stopping or Changing Transfers/Stopping Checks" paragraph above in order to be stopped. Centris is not liable for transfers that are not stopped in compliance with the "Stopping or Changing Transfers/Stopping Checks" paragraph.

## **Notify us IMMEDIATELY of Unauthorized Transactions**

Tell us AT ONCE if you believe your Access Codes have been lost, stolen, otherwise compromised or used without your authorization or if you believe someone has transferred or may transfer money from your account without your permission. Quickly telephoning us is the best way of reducing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit and/or discretionary overdraft privilege service, if it is made available to you).

You may call us at 402-334-7000 or write to us at:

Centris Federal Credit Union  
13120 Pierce Street  
Omaha, NE 68144

Or e-mail us through Online Banking by clicking on "Messages."

If we provide you with another electronic means of notifying us for this specific purpose, you may use that means. However, DO NOT use a general e-mail service or other electronic means that we have not specifically authorized for this purpose.

### **Your Liability for Unauthorized Transactions From Consumer Accounts**

This section applies only to transactions from consumer accounts.

If you tell us within two (2) business days after you learn of the loss or theft of your Access Codes involving a consumer account, you can lose no more than \$50.00 if someone used your Access Codes without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Access Codes, and we can prove that we could have stopped someone from using them without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement for a consumer account shows transfers covered by this Agreement that you did not make or authorize, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money 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 hospital stay) kept you from telling us, we will extend the time periods.

### **In Case of Errors or Questions About Transactions**

This section applies only to transactions covered by this Agreement and that involved consumer accounts.

If you think your statement or eStatement is wrong or if you need more information about a transfer covered by this Agreement which is listed on the statement. As soon as you can,

Call us at 402-334-7000 or write to us at:

Centris Federal Credit Union  
13120 Pierce Street  
Omaha, NE 68144

Or e-mail us through Online Banking by clicking on "Messages."

We must hear from you no later than 60 days after we sent the FIRST statement or eStatement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (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 so that we receive it within ten (10) business days.

We will determine whether an error has occurred 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 45 days to investigate your complaint or question. If we decide to do this, we will provisionally 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 ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to provisionally credit your account for the amount you think is in error. Your account is considered a new account for the first thirty (30) days after the first deposit is made, unless you already had an established account with us before this account was opened.

When the investigation is completed, we will make any necessary or appropriate adjustments to your account. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation by contacting us at the phone number or address listed above.

### **Changing Terms and Terminating This Agreement**

This Agreement will stay in effect until it is changed or terminated.

We have the right to terminate this Agreement at any time. We will ordinarily send you notice of any termination, but we are not required to do so unless applicable law requires such notice. Once we terminate this Agreement, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. We may routinely terminate Online Banking service for members that have been inactive for six months.

We also have the right to make changes in this Agreement at any time. Any changes to this Agreement may include the addition of new charges or terms. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice. Your use of these services after any such change will constitute your acceptance with the changes or additions made to this Agreement.

You may terminate this Agreement at any time by notifying us in writing. However any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your termination notice, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers.

You are not permitted to alter or amend this Agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

## **Waivers**

No delay or omission by us in exercising any rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in a writing enforceable against us.

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

## **Notices and Communications**

Except as otherwise provided in this Agreement, all notices or other communications sent to you will be effective on the date we send them to the last known mailing address that we have for you in our records or when we make such notices or other communications available to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them.

You agree to notify us promptly of any change in your mailing address, e-mail address or telephone number.

## **Recordings**

You agree that we may record any telephone conversations you have with us regarding the services covered by this Agreement. However, we are not obligated to do so and may choose not to in our sole discretion.

## **Attorney Fees**

If we become involved in legal action to defend or enforce this Agreement, you agree to pay our reasonable attorney fees and court costs, to the extent not prohibited by law.

## **Choice of Law**

Regardless of where you live, work or access our Online Banking service, this Agreement shall be governed by and construed in accordance with the federal law of the United States of America and the internal law of the State of Nebraska.

## **Severability**

If any of the terms of this Agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law and in a manner that comes closest to expressing the intent of such unenforceable term. The remaining terms and the application of the challenged term to persons or circumstances other than those as to which it is declared invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.



For transactions subject to the rules of the National Automated Clearing House Association ("Rules"), you and we agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to your account(s) with us shall be provisional until such credit has been finally settled by us. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for any reason, we shall charge back the amount of such transfer to any of your accounts with us or claim a refund from you.

**Other Services**

We may provide you access to other services through our Online Banking service, which may have additional agreements with service-specific terms and conditions.

**Additional Terms**

The terms and conditions of this Agreement are in addition to any other agreement(s) and/or disclosures related to your account(s) and provided to you separately.

**Limitation of Liability**

You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data or other losses resulting from the use or the inability to use the services incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of this service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if the credit union has been informed of the possibility thereof.

**Indemnification**

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Centris, its service providers, and their respective directors, officers, employees and agents from and against all costs, claims, damages, liabilities, and expenses (including attorney's fees) arising out of or related to your access to or use of the services or if you violate this agreement.

\*\*\*\*\*

**THE FOLLOWING SPECIAL PROVISIONS APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM COMMERCIAL ACCOUNTS:**

**Company Representative If You Are a Business Entity**

If you are a corporation, partnership, limited liability company, association or some other form of business entity that is not a natural person, we will issue one set of Access Codes to a Company Representative. It is your responsibility to ensure that Access Codes are provided only to persons you authorize. You represent to us that each Company Representative and anyone else using your Access Codes has general authority from your company to give us instructions to perform transactions using our Online Banking service.

Each person using your Access Codes will have the ability to:



- Make transfers from qualifying accounts, regardless of the dollar amount of the transaction;
- Make transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any accounts that are accessed;
- Obtain information that we make available about qualifying accounts;
- Obtain other services or perform other transactions that we authorize or allow; and
- Allow anyone else to use those Access Codes to make transfers or obtain information or other services.

### **Your Liability for Transactions From Business Accounts**

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you or a Company Representative has given someone your Access Codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. You can terminate granted Access Codes yourself. You may call a commercial representative for assistance with terminating an authorized user or Company Representative. We may have to change your Access Codes or take additional steps to prevent further access by such person.

Our system supporting our Online Banking service is designed so that it may be operated only upon entry of valid Access Codes. Since we condition access upon entry of valid Access Codes, we will accept instructions for transfers or other transactions from any person using valid Access Codes. This is so even if the person obtaining access:

- Is not a Company Representative.
- Exceeds your authority or that granted by any Company Representative.
- Does not have your authority.
- Has had his/her authority changed or revoked.
- Is an imposter or thief.

You agree to be bound by all transactions from any business account for which valid Access Codes were used. You authorize us to treat any instructions we receive using valid Access Codes as if the instructions had been made in writing and signed by the appropriate Company Representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Online Banking service.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us, in accordance with the notification and timing requirements described in the "Stopping or Changing Transfers/Stopping Checks" paragraph, to block the Access Codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down. (See the Notify us IMMEDIATELY of Unauthorized Transactions section above.)

You agree to promptly examine all statements or eStatements and any confirmations of transfers which we or other financial Institutions may send or make available to you, and to promptly notify us of any discrepancy or error within 30 days of receipt of any such statement or confirmation.

As soon as you can, If you think your statement or eStatement is wrong or if you need more information about a transfer covered by this Agreement which is listed on the statement,

call us at 402-334-7000 or write to us at:

Centris Federal Credit Union  
13120 Pierce Street  
Omaha, NE 68144

Or e-mail us through Online Banking by clicking on "Messages."

### **Limitations on Our Liability in Connection with Business Accounts**

We will make every reasonable effort to provide full performance of our Online Banking services/system, and on a timely basis to resolve disputes that may arise. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control.

We are not responsible or liable to you for any loss, damage or injury caused by our Online Banking service. Neither will we be liable for any consequential, incidental, special, indirect or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this Agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **Other Services**

We may provide you other services through our online banking platform which are not covered under this Agreement. These services will have a separate agreement with specific terms and conditions.

### **Security Procedures**

By entering into this Agreement and using our Online Banking service to perform transactions from business accounts, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this Agreement. This includes, but is not limited to, protection of Access Codes and other personal and business information. Our security procedures are contained in this Agreement and in other written procedures we may provide to you.

You acknowledge receiving a copy in writing of our current security procedures in this Agreement and other documents we may provide to you. You agree that our current security procedures are commercially reasonable in the context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this Agreement, but failure to do so will not affect your obligations or our rights. You agree that your use of our Online Banking service

after any changes to such security procedures have been made constitutes your agreement that those security procedures are commercially reasonable in the context of your organizational operations. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no access codes are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this Agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

**Certification and Indemnification**

By applying for or accessing or using the Online Banking service, you, as the business entity, certify that this Agreement has been duly adopted by you in conformity with applicable law and your organizational and governing instruments and that no action contemplated by this Agreement will contravene any such law or instrument. You further certify that no further approval by your business entity or any third party is required to authorize this Agreement or any action taken or to be taken pursuant hereto and that this Agreement is your valid and legally binding obligation, enforceable against you in accordance with its terms.

If you are a business entity or an individual performing transactions from a business account, you agree to indemnify us and hold us harmless from and against any and all claims, demands, expenses (including but not limited to reasonable attorney fees and costs), losses or damages claimed by any third parties (including but not limited to any Company Representatives or other persons authorized to perform transactions) arising out of (i) any transactions or attempted transactions covered by this Agreement from a business account or (ii) your breach of this Agreement.

**END OF SPECIAL PROVISIONS THAT APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS**

\*\*\*\*\*

**Signatures**

You agree to all of the provisions of this Agreement (to the extent applicable as provided in this Agreement) by any and all of the following means:

- Using our Online Banking service to perform any transactions.
- Physically or electronically signing this Agreement.
- Causing your Company Representative to physically or electronically sign this Agreement, if you are a business entity.

Your electronic consent or use of our Online Banking service has the same effect as if you had signed this Agreement with your physical signature or that of your authorized Company Representative.