

Zia Credit Union CUE-Branch Internet Banking Service Agreement and Disclosure

This Agreement is the contract that covers your and our rights and responsibilities concerning **CU at Home Internet Branch** Internet Branch Services offered to you. The words "you" and "yours" mean those who complete the **CUE-Branch** application on line. The words "we", "us", and "our" mean Zia Credit Union located at 1001 Central Avenue, Los Alamos, NM 87544, phone number 505-662-4671.

By completing the **CU at Home Internet Branch** online registration, you agree to the terms and conditions governing your and our rights and responsibilities concerning the **CU at Home Internet Branch** electronic funds transfer service. Electronic funds transfers (EFT) are electronically initiated transactions involving your deposit and loan accounts at the Credit Union through your personal computer.

CU at Home Internet Branch Requirements

You must be a member in good standing and agree to the terms and conditions of Zia Credit Union's **CU at Home Internet Branch** Agreement and Disclosure.

To use **CU at Home Internet Branch**, you need a computer with a modem, Internet access and a web browser that supports 128-bit encryption (such as Microsoft Internet Explorer 4.0 or above; or Netscape Navigator 3.4 or above). **CU at Home Internet Branch** is best viewed with Microsoft Internet Explorer 5.0 or Netscape 4.61. If your computer is a **Mac** and you are having problems accessing your account using Netscape Navigator, it is suggested that you download Internet Explorer's latest version and attempt access.

Zia CU is committed to providing the most secure Internet service. When you interact with Zia CU on this secure site, all the information is encrypted or encoded. Encryption is a procedure for turning plain text or other information into an unrecognizable pattern of data. 128-bit encryption is the strongest form of Web browser encryption commonly available for use on the Internet, and you must use a browser that supports 128-bit encryption to access your accounts.

You are responsible for the set-up and maintenance of your computer and modem. We are not responsible for any errors or failures from any malfunction of your computer or any virus or other problems related to the use of the Internet Banking Services.

CU at Home Internet Branch Online Registration

If you have a Voice Response confirmed PIN, you may register online by going to our website www.ziacu.org, click on **CU at Home Internet Branch** and follow the instructions. If you do not meet the requirements, or do not have a Voice Response confirmed PIN, your access will be canceled. You may contact a member services representative at 505-662-4671 for further assistance.

CU at Home Internet Branch Access

Upon approval, you may use your personal computer to access your accounts. You must use your **CU at Home Internet Branch** user name and password to access your accounts.

Availability of CU at Home Internet Branch Internet Service

CU at Home Internet Branch services are generally available 24 hours a day, 7 days a week, 365 days a year **except** for those times that the system is unavailable due to back-up procedures or maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts.

We may modify, suspend, or terminate access to the **CU at Home Internet Branch** Internet Branch Services at any time and for any reason without notice.

CU at Home Internet Branch Services

You can use **CU at Home Internet Branch** to access all accounts that are linked to your social security number. At your request, you may remove access to any account or sub-account that has your social security number.

At the present time, you may use the following **CU at Home Internet Branch** services:

Account Information - You may review balances and transaction history on all accounts and sub-accounts existing under your user name. Your account balances are online and include all transactions that have been posted to your account up to that point in time. However, the availability of funds for transfer or withdrawal may be limited due to our Funds Availability Policy. The transaction history information may be limited to recent account information involving your accounts.

Transfers - You may make transfers to your accounts or other accounts that you are authorized on as often as you like except for those accounts with transfer limitations as disclosed when you opened the account and any amendments to that disclosure. Transfers and bill payments from your savings and club accounts will be limited to a total of six (6) (Federal Regulation D) in any one calendar month. You may transfer or withdraw up to the available balance in your account at the time of the transfer, except as limited under this Agreement or your deposit. We reserve the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. Transactions involving your accounts will be subject to the terms of your Membership and Account Agreement; and transactions involving a line of credit account or Home Equity Loan will be subject to your Credit Agreement and Disclosures, or your Home Equity Agreement and Disclosures, as applicable.

Apply for a Loan - You may make an application for a loan. You will be notified by telephone of the disposition of your application.

Request a Check - You may request a check withdrawal from any savings, checking or club account (excluding Christmas, IRA, and Money Market Magic club accounts). A check will be issued payable to the member and all joint owners, and mailed to the address on record at the Credit Union.

Reorder Checks - You may reorder additional checks in the same format as your last order from us.

Stop Payment - You may request a stop payment order for a check or range of checks from your checking account. Requests made after 2:00 PM Central Time may not be effective until the following business day. A **CUe-Branch** stop payment request will serve as a substitute for a written order.

E-mail - You may send communications directly to the Credit Union. However, the Credit Union may not immediately receive e-mail communications that you send and the Credit Union will not take action based on e-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at 505-662-4671.

Change Password - You may select a new password for your account access at any time.

Quicken® or Microsoft Money® - You may download your account information to financial management software programs, if applicable.

Authorized Use

Your user name and password will be your **CUe-Branch** home signature and you can use it to access all accounts that are linked to your social security number. Members that are joint owners on other accounts will also have access to those accounts. At your request, you may remove access to any account or sub-account that has your social security number.

Security of User Name and Password

You are responsible for safekeeping of your user name and password. You agree not to disclose or otherwise make your user name and password available to anyone not authorized to sign on

your accounts. If you fail to maintain the security of your user name and password and Zia Credit Union suffers a loss, we may terminate your **CUe-Branch** account services immediately. Revealing your user name and password will grant access to those accounts by unauthorized individuals.

To ensure the security of your **CUe-Branch** account, we will return you to the Log On screen if no activity has occurred within ten (10) minutes.

Member Liability

You are responsible for all transfers you authorize under this Agreement. If you permit other persons to use your user name and password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your user name and password or accessed your accounts without your authority.

Telephoning is the best way of keeping your possible losses down. For **CUe-Branch** transactions, if you tell us within two (2) business days, you can lose no more than fifty dollars (\$50.00) if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or user name and password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as five hundred dollars (\$500.00).

Also, if your statement shows **CUe-Branch** 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 be liable for the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized transactions. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

If you believe that someone has used your user name and password or has transferred or may transfer money from your account without your permission, call us at 505-662-4671.

Immediately change your password if you think it has been compromised.

Business Days

Our business days are Monday through Friday, excluding holidays.

Fees and Charges

Currently there are no fees to use **CUe-Branch**. All standard fees (NSF, Stop Payment, etc.) set forth in our fees and charges schedule apply. Zia CU reserves the right to charge for **CUe-Branch** account access or transactions in the future. You will be given at least 30 days advance notice before Zia CU implements any changes to fees or adds any new fees for **CUe-Branch** service.

Right to Receive Statements

All of your **CUe-Branch** transactions will appear on your regular account statement. The Credit Union will not provide separate documentation of this activity. You may print the confirmation of each transaction from your computer screen for your records.

Account Information Disclosure

We will disclose information to third parties about your account or the transfers you make:

1. where it is necessary for completing transfers; or
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. in order to comply with government agency or court orders; or
4. if you give us written permission

Credit Union Liability for Failure to Make Transfers

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 will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance:

1. If through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable.
2. If you used the wrong password or you have not properly followed any applicable computer or Credit Union user instructions for making transfer and bill payment transactions.

3. If your computer fails or malfunctions or the **CUe-Branch** service was not properly working and such problem should have been apparent when you attempted such transaction.
4. If circumstances beyond our control (such as fire, flood, telecommunication outages, strikes, equipment or power failure) prevent making the transaction.
5. If the funds in your account are subject to an administrative hold, legal process or other claim.
6. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer or in the event we receive conflicting information.
7. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system or Internet Service Provider.
8. If there are other exceptions as established by the Credit Union.

Termination of Electronic Fund Transfer Services

You agree that we may terminate this Agreement and your electronic fund transfer services if you, or any authorized user of your **CUe-Branch** services or password, breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or password.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

CUe-Branch services may be terminated to those members that cause a loss to the Credit Union.

Notices

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least thirty (30) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

Governing Law

This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Alabama where you opened your account and the By-laws of the Credit Union as they now exist or may hereafter be amended. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of this Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement between us.

Enforcement

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you.

Error Resolution

In case of errors or questions regarding your **CUe-Branch** transactions, call us at 505-662-4671 or write to us at Zia Credit Union, P.O. Box 490, Los Alamos, NM 87544 as soon as you can. We must hear from you no later than sixty (60) days after we sent the **FIRST** statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
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 tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty

(30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-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 re-credit your account. If it is determined there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.