

## Jeep Country FCU's Cyber-CU Account Access Agreement and Electronic Disclosure Statement

The words "you," "your", and "yours" refer to the Jeep Country Federal C U, member(s) jointly and severally. The words "we," "us," "our" "JCFCU" and "Credit Union" refer to Jeep Country Federal C U. This Agreement and Disclosure Statement (hereinafter "Agreement") explains and describes the types of Electronic Funds Transfers, which are available to you with our Online Cyber-CU account services (Cyber-CU). The Agreement also contains your rights and responsibilities concerning the Cyber-CU transactions you make, including your rights under the Electronic Funds Transfer Act. In order to obtain access to Cyber-CU, you must sign up for access by signing an application and be a Credit Union member in good standing. You will be bound by this Agreement when your application is accepted by the Credit Union.

Please read the Agreement and retain for your records. If you are receiving this Agreement electronically, you may want to print this Agreement or save it for future reference.

1. **YOUR PASSWORD.** By applying for Cyber-CU, you will be required to have a password and your Account Number, which you must use in order to access Cyber-CU. You have the option of changing your PASSWORD number as a feature of Cyber-CU. You agree to accept responsibility for protecting the integrity of your PASSWORD and Account number in order to prevent unauthorized transactions and account access. Granting access to your account via Cyber-CU to any non-owner will make you financially liable for all access, losses or misuse of your account(s) until reported to us. You also agree that we may revoke your Cyber-CU access at any time without notice to you.
2. **CYBER-CU ACCESS.** Our Internet address is [www.jeepcountryfcu.com](http://www.jeepcountryfcu.com). You must use your PASSWORD and account number to obtain access to Cyber-CU. With Cyber-CU, you can perform the following transactions.
  - a. Obtain balances and other account information on your share, checking, club accounts, High Yield account and other savings accounts and obtain balances and other information on your Loans. Make transfers between your share, checking and other share accounts as well as transfers from your share account to pay your loan accounts.
  - b. Make transfers from your share account into your club accounts
  - c. Withdraw funds from your Share accounts, by check, to be mailed to you at your address of record on the next available business day.
  - d. Transfer funds to make your JCFCU Visa Payment
  - e. Review transaction history and activity on your share, club and loan accounts.
  - f. Make transfers from your share accounts into joint credit union share accounts that you have linked to your share account.
3. **LIMITATIONS ON TRANSFERS.** Federal regulations limit pre-authorized transfers from your regular share account. During any statement period, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer. This includes transfers by phone, fax, wire and cable, overdraft transfers to checking and Internet instruction. No more than three of the six transfers may be made by check, draft or check card, or similar order to a third party. If you exceed the transfer limitations set for the above in any statement period, your regular share account will be subject to closure by the Credit Union or we may revoke your access to Cyber-CU.

We will not be required to complete a withdrawal or transfer from your Share Accounts if you do not have enough money in the designated Share Account to cover the transaction. However, we may complete the transaction. You agree not to use Cyber-CU to initiate a transaction that would cause the balance in your designated Share Account to go below zero. If you have a line-of-credit, you agree not to use Cyber-CU to initiate a transaction that would cause the outstanding balance of your line-of-credit to go above your credit limit. We will not be required to complete such a transaction, but if we do so, you agree to pay us the excess amount or improperly withdrawn amount or transferred amount immediately upon our request. We also will refuse to complete your Cyber-CU transactions if we have canceled your Cyber-CU access, or we cannot complete the transaction for security reasons. The functions and limitations of Cyber-CU may be updated, without notice, at the option of the Credit union in order to provide improved service to the membership.

If we fail to complete a transaction on time or in the correct amount, when properly instructed by you, we will be liable for certain damages proximately caused by our failure unless:

- a. there are insufficient funds in your account to complete the transaction through no fault of ours or the account has been closed;
- b. the funds in your account are unavailable;
- c. the funds in your account are subject to legal process;
- d. the transaction you request would exceed the funds in your account plus any available overdraft credit;
- e. your Password has been reported lost or stolen or your Service privileges have been suspended;
- f. we have a reason to believe that the transaction requested is unauthorized;
- g. the failure is due to an equipment breakdown which you knew about when you started the transaction;
- h. the failure was caused by an act of God, fire or other catastrophe, or by an electrical or computer failure or by another cause beyond our control;
- i. you attempt to complete a transaction using the Service which is not a permissible transaction;
- j. the transaction would exceed security limitations on the use of the Service;
- k. you have not given us complete information or properly followed our procedures on how to complete a transaction;
- l. the Payee does not credit your payment properly.

There may be other exceptions in our rules and regulations, or other agreements between us. In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from a bona fide error despite our procedures to avoid such errors.

4. **FEES FOR CYBER-CU.** There will be no monthly service fee for Cyber-CU online account access. Access is free to qualified members. Other fees may be charged to your account per the General fee Schedule. If funds are not available in your checking account to pay any of the fees described above, the amount of the fees will be deducted from your share account.
5. **ACCOUNT STATEMENTS.** Your periodic statement will specifically identify each electronic transaction. You will receive a monthly account statement for each month in which you initiate electronic transactions. Additionally, through Cyber-CU, you can view your cleared transaction activity and print a copy at any time.
6. **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.** Telephone us at 419-865-2200 or 1-888-532-5328, send email to [info@jeepecu.com](mailto:info@jeepecu.com) Attn: Cyber-CU Services as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on your statement. We must hear from you no later than 60 days after we send the FIRST account statement on which the problem or error appears. Tell us your name and account number. Describe the error or the 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. 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 10 business days. We will tell you the results of your investigation within 10 business days (20 business days if your complaint or question involves a transaction to our from an account within 30 days after the first deposit to the account was made) after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if your complaint or question involves a transaction to or from an account within 30 days after the first deposit to the account was first made) to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days (20 days if the complaint or error involves a transaction to or from an account within 30 days after the first deposit to the account was made) 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 questions in writing and we do not receive it within ten (10) business days, we may not re-credit your account.

If we decide that 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.

7. **LIABILITY FOR UNAUTHORIZED TRANSACTIONS.** You will be liable for unauthorized access to accounts via Cyber-CU to the extent allowed by applicable federal and state law.

The following description of your liability for unauthorized access to your accounts via Cyber-CU is required by federal law: Tell us AT ONCE if you believe your account number, PASSWORD, or any record thereof, has been lost or stolen, or if any of your accounts have been accessed without your authority. Telephoning is the best way of keeping your losses down, but you can also email us at [info@jeepecu.com](mailto:info@jeepecu.com). **Electronic mail is not secure, and confidential or personal information should not be communicated in this manner** You could lose all the money in your accounts, plus your maximum overdraft line-of-credit protection, but if you tell us within two (2) business days of the loss, theft or unauthorized access, you can lose no more than \$50 if someone accesses your account without your permission. If you do NOT tell us within two (2) business days after you learn of the loss, theft or unauthorized access, and we can prove we could have stopped someone from accessing your account without permission if you had 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 60 days after the statement was mailed to you, you may not get back any money you 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 long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your account number, PASSWORD, or any record thereof, has been lost or stolen, or if any of your accounts have been accessed without your authority, or if someone has transferred or may transfer money from your accounts by accessing your accounts without permission, call 1-888-532-5328 or write Jeep Country Federal C U, 7030 Spring Meadows W Drive, Holland, Ohio 43528, Attention Cyber-CU Services.

8. **TRANSACTIONS THAT ARE NOT COMPLETED.** If we fail to complete a transfer to or from your designated share accounts or a transfer into your club accounts on time, in the correct amount, and we have agreed to perform it, with certain exceptions, we will be liable for your losses or damages. Paragraph 3 of this agreement lists a number of situations in which we do not agree to complete withdrawals or transfers. We also will not be liable: if we have terminated this Agreement; if the fund in your designated share accounts and club accounts are subject to legal process or other encumbrance restricting the transaction; if circumstances beyond our control (such as fire or flood) prevent the transaction from being completed despite reasonable precautions that we have taken; or if you have reported an unauthorized use of your PASSWORD and Account number, reported it as stolen, or requested that we issue a new PASSWORD, and we have as a result refused to honor the original PASSWORD and account number. There may be other exceptions as provided by applicable law.
9. **INFORMATION ABOUT YOUR DESIGNATED ACCOUNTS.** You authorize us to obtain any information deemed necessary to process your application for access to Cyber-CU. Additionally, you agree that we will disclose information to third parties about your designated share and club accounts or the transaction you make:
  - a. Where it is necessary for completing or documenting transactions or resolving errors involving transactions;
  - b. In order to verify the existence and condition of your designated share and club accounts;
  - c. In order to comply with orders or subpoenas of government agencies or courts; or
  - d. If you give us written permission.
10. **OUR BUSINESS DAYS.** Our business days are Monday through Friday, other than legal banking holidays.
11. **PREAUTHORIZED PAYMENTS.** You may not use Cyber-CU to enter into preauthorized payment arrangements.
12. **STOP PAYMENTS.** The transactions you make on Cyber-CU are "real time" transactions and cannot be canceled except by performing corresponding reverse transactions. If you transfer money into a third party account, transfer money into your club accounts, or make payments on your loan accounts, you will not be able to reverse that transaction.
13. **OUR RULES AND REGULATIONS AND OTHER AGREEMENTS.** Your designated Share and club accounts may also be governed by other agreements between you and us and by our rules and regulations for your designated share and club accounts.
14. **EVIDENCE.** If we go to court for any reason, we can use a copy, microfilm, microfiche, or photograph of any document or person to prove what you owe or that a transaction has taken place and the copy, microfilm, microfiche, or photograph will have the same validity as the original.

15. **TERMINATING THIS AGREEMENT.** You can terminate this Agreement at any time by notifying us in writing and no longer using your PASSWORD and Account number. We can also terminate this Agreement at any time. Whether you terminate the Agreement or we do, the termination will not affect your obligations under this Agreement, even if we allow any transaction to be completed with your PASSWORD and Account Number. After this Agreement has been terminated. Electronic Communications: You agree that we may send or disclose to you by electronic communication any information or disclosures required to be given to you in writing under Regulation E, the Electronic Funds Transfer Act, Regulation CC- Funds Availability Disclosure or Regulation DD – Truth in Savings Act.
16. **CHANGING THIS AGREEMENT.** We have the right to change the terms of this Agreement from time to time. We will notify you at least 21 days before the change will take effect if the change will cause you greater cost or liability or if it will limit your access to Cyber-CU. You will be notified of such changes in the Credit union's monthly newsletter, or in a special mailing to members with Cyber-CU service and/or through our website at [www.jeepcountryfcu.com](http://www.jeepcountryfcu.com). We do not have to notify you in advance, however, if the change is necessary for security reasons.
17. **NOTICES.** All notices from us will be effective when we have mailed them or delivered them to the last address that we have for you in our records. Notices from you will generally be effect once we receive them at Jeep Country Federal C U, 7030 Spring Meadows W Drive, Holland, OH 43528, Attn: Cyber-CU services. Notices under Paragraph 6 ("Liability for Unauthorized Transactions") will be effective once you have done whatever is reasonably necessary to give us the information we need- such as by telephoning us.
18. **COLLECTION EXPENSES.** If we ever have to file a lawsuit to collect what you owe us, you will pay our reasonable expenses, including attorney's fees.
19. **APPLICABLE STATE LAW.** OHIO Law will decide any questions under this Agreement. If any term of this Agreement cannot be legally enforced, this Agreement is to be considered changed to the extent necessary to comply with the law.

THANK YOU FOR REQUESTING JEEP COUNTRY'S CYBER-CU

REGULATION E – Electronic Fund Transfers

In Case of Errors or Questions About Your Electronic Fund Transfers Marked "EFT"

Telephone JCFCU at 419-865-2200 or 1-888-532-5328 or write us at 7030 Spring Meadows W Drive, Holland, OH 43528 as soon as you can if you think your statement or automated teller machine transaction is wrong, or if you need more information about a transaction on your statement marked "EFT". We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number
2. Describe the error or the payment you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and correct any error promptly. If we take more than 10 business days to do this, we will re-credit you account for the amount this is in error, so that you will have the use of the money during the time it takes to complete our investigation.

For lost or stolen ATM/Debit Cards please call 419-865-2200 or 1-888-532-5328. Emergency calls outside of normal business hours dial 1-800-264-5578.

CYBER-CU

**HOME BANKING**

[www.jeepcountryfcu.com](http://www.jeepcountryfcu.com)