

**Chicanos Por La Causa Federal Credit Union**  
**PO Box 20525**  
**Phoenix, AZ 85036**  
**Ph. (602) 262-2752. Fax (602) 262-2205. Toll Free 1-800-710-2752**

Application for C U Online Access				
NAME				
ADDRESS	CITY	STATE	ZIP	HOW LONG
HOME PH.	BUS. PH.			SSN #
PRIMARY ACCOUNT NUMBER			EMAIL ADDRESS	
EMPLOYER - ADDRESS				

1. I have received the CU Online Access – Internet Banking Agreement and agree to the terms and conditions in this and other agreements, which govern my accounts at Chicanos Por La Causa FCU.
2. I am responsible for all C U Online Access – Internet Banking Service transactions and the confidentiality of my Password. I agree not to disclose or otherwise make my Password available to anyone. By signing this application, I acknowledge that I must have my own Password to active CU Online Access – Internet Banking Services.
3. I agree that I will immediately notify the Credit Union to cancel my Password, if an unauthorized person obtains access to my Password.
4. All monetary transactions via CU Online Access – Internet Banking Services will be completed subject to available funds in my account(s).
5. I understand that the CU Online Access Agreement – Internet Banking Agreement is subject to change with proper notification as provided by law or regulation.
6. The Credit Union may determinate or restrict CU Online Access – Internet Banking Services at any time without notice and I may terminate CU Online Access – Internet Banking Services at any time by notifying the Credit Union.
7. All check withdrawals will be made payable to primary member on the account and sent to the address of record.

I further understand and agree that I am responsible for all CU Online Access – Internet Banking Service transactions on my account and fully understand that if I should tell anyone else what my Password is and they access my account (s) through CU Online Access – Internet Banking Services, I will assume full liability for any losses that may occur.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Credit Union Use		
Date Received _____	Date _____	Initials _____

# Chicanos Por la Causa Federal Credit Union CU Online Access-Internet Banking Agreement

## Introduction

This Agreement is between Chicanos Por la Causa Federal credit Union and each member who has applied, been approved and enrolled in our CU Online Access – Internet Banking Service or any person authorized by the member to use the member’s CU Online Access – Internet Banking Service. This Agreement describes your and our rights, responsibilities and obligations and the terms and conditions under which this service is provided.

## **Please Read This Agreement Carefully**

### **I. Definitions.**

**Account** means deposit accounts (such as share/savings accounts, club accounts, share draft/checking accounts) and loan accounts that you have with us that is linked to your social security number.

**Account Access** means your ability to access account and transaction information through the Internet.

**Account Agreement** means the agreement between you and us that governs the use of your account, including the membership account agreement, share draft agreement, any funds availability agreement, electronic fund transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.

**Business Day** means the Monday through Friday except federal and state holidays.

**Electronic** means electrical, digital, electromagnetic technology, or any other technology that means entails similar capabilities.

**Password** means the confidential identification code used for identification purposes in connection with the use of our CU Online Access- Internet Banking Services. We initially assign the first time password to you and then you select your own password the first time you access your account. The password is confidential and is only known by you. We cannot inform you of your password. If you forget your password, a new password will be assigned to you.

**Transfer** means any electronic transaction, including a deposit, withdrawal or loan payment made electronically.

**User ID** means your social security number.

### **II. Setup and Use of CU Online Access- Internet Banking Services.**

#### **A. Eligibility:**

In order to active you CU Online Access-Internet Banking Services, you must have at least one account with us. You must also submit an Application for CU Online Access-Internet Banking Services.

#### **B. Setup:**

Upon receiving your application, we will activate all your accounts for access (all accounts having your social security number) and issue a password to you. You will need this password to access your accounts. Once you are logged in, you will be able to change your password at any time. **You will be the only person who knows your password. You should keep your password in a secure location. Any person knowing your account number and your password will be able to access your accounts and perform all transactions, including reviewing account information and making transfers between your accounts.**

**Chicanos Por La Causa Federal Credit Union**  
**CU Online Access – Internet Banking Agreement (continued)**

You may select a new password for your account access at any time. If you forget your password, we will have to issue a new password.

C. Accessibility:

CU Online Access - Internet Banking Services are generally accessible 24 hours a day, seven days a week, except that CU Online Access – Internet Banking Services may be inaccessible for a reasonable period on a periodic basis for system 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 Online - Internet Banking Services at any time and for any reason without notice or refund of fees you've paid.

D. Equipment and Software Requirements:

To use the CU Online Access – Internet Banking Services, you need a computer with a modem and a web browser that supports 128-bit encryption (such as Netscape Navigator 4.0 or above; Microsoft Internet Explorer 4.0 or above; or an equivalent). 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 CU Online Access – Internet Banking Services.

**III. CU Online Access –Internet Banking Services.**

A. Services Offered

CU Online Access – Internet Banking Services allows you to:

- View current Account balances.
- Review recent transactions.
- Review past account statements
- Transfer money between deposit Accounts.
- Transfer money between deposit and loan Accounts.
- Download account information in the following formats:
  - i) Quicken
  - ii) Microsoft Money

These activities are limited by the agreements governing your various accounts. Your ability to transfer funds from certain accounts using the CU Online Access – Internet Banking Services is limited by federal law. You should refer to these agreements for restrictions and service charges.

B. On-line Activity

Cu Online Access – Internet Banking Services provides on-line access to your accounts. Your account balances are on-line and include all transactions that have been posted to your account up to that point in time (includes all teller, ATM/POS/VISA Debit Card and CU Online Access – Internet Banking Services transactions). CU Online Access –Internet Banking Transaction are on-line and immediately update your account balances and history.

C. Transfers from Savings/Share Draft Accounts

Federal Regulations require us to limit by contract or in practice the number of certain types of transfers from savings and share draft accounts. You are limited to six preauthorized electronic fund transfers and telephone transfers – including CU Online Access/Internet Banking transactions, checks and point of sale transactions per month. (This includes automatic transfers to cover overdraft conditions.) Of these transactions, you are limited to no more than

**Chicanos Por La Causa Federal Credit Union**  
**CU Online Access – Internet Banking Agreement (continued)**

three transactions per month by check or point of sale. Each funds transfer or payment through CU Online Access – Internet Banking Services from your savings or share draft account is counted as one of the six limited transfers you are permitted each month. However, payments to your loan accounts with us are not counted toward this limit.

**IV. Fees.**

Please refer to the credit unions schedule or fees.

**V. Party’s Responsibilities.**

The respective rights and obligations of you the member and the Credit Union are established by Regulation E – Electronic Funds Transfer Act. Our Reg. E policy is provided to you along with this CU Online Access – Internet Banking Agreement.

**VI. Member Privacy and Confidentiality.**

A) Sharing Your Personal Information with Others

We recognize the importance of protecting the confidentiality of our member’s personal information. Personal information includes all of the personally identifying information that you provide us in connection with your Account and your use of the CU Online Access – Internet Banking Services. However, we may disclose personal information about you to third parties:

- i) **If we have entered into an agreement with another party to provide any of the CU Online Access – Internet Banking Services. In this case, we will provide that party with information about your Account, your transfers, and your communications with us in order to carry out your instructions;**
- ii) **If it is necessary for completing transfers or otherwise carrying out your instructions;**
- iii) **If it is necessary to verify the existence and conditions of an Account for a third party, such as a credit bureau or a payee;**
- iv) **In order to comply with applicable laws, governmental agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any governmental agency or official having legal authority to request such information;**
- v) **In order to provide you with information about products and services that we believe will be interesting to you; or**
- vi) **If you otherwise give us your specific permission.**

B) Sharing Your Personal Information with Affiliates

**We do not share or sell personal information to third parties**

**VII. Termination**

Your CU Online Access- Internet Banking Services remain in effect until terminated by you or us. You may cancel your CU Online Access-Internet Banking Services at any time by notifying us of your intent to cancel at:

CPLC FEDERAL CREDIT UNION

701 S. Central av.  
Phoenix, AZ 85007

Or E-mail us at [mavila@cplcfcu.org](mailto:mavila@cplcfcu.org)  
Or call us at (602) 262-2752  
Outside Phoenix Area at 1-800-710-2752

**CPLC Federal credit union**  
**CU Online Access- Internet banking Agreement (continued)**

This cancellation applies only to your CU Online Access – Internet Banking Services and does not terminate your other relationships with us.

We may terminate your participation in CU Online Access – Internet Banking Services for any reason, at any time. We will try to notify you in advance, but we are not obliged to do so.

**VIII. Changes in Terms and Other Amendments**

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 this service constitutes acceptance of those terms and condition. The terms of your other account agreements shall continue to apply

**IX. Other Provisions**

A) 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. 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 attorney's fees and costs, including fees on any appeal, bankruptcy proceeding, and any post-judgment collection unenforceable in any relevant jurisdiction, then such provision may be modified by 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.

B) Governing law

This Agreement is made in Arizona and shall be governed by the laws of the State of Arizona to the extent that Arizona Law is not inconsistent with controlling Federal Law

## ELECTRONIC FUND TRANSFER DISCLOSURE

### **Types of Electronic Fund Transfers**

The types of electronic fund transfers that are available to you at Chicanos Por La Causa Federal Credit Union are listed below, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

1. Direct deposits to your share (savings) or share draft (checking) accounts through the automated clearing house, examples could include payroll deposits and deposits of social security benefits.
2. Withdrawals from your share or share draft accounts through the automated clearinghouse.
3. Transactions performed on CU Online Access (Internet banking system). You may access your accounts (accounts that have your social security number) 24 hours a day at [www.cplcfcu.org](http://www.cplcfcu.org) to:
  - Transfer funds between share, club (savings), and share draft accounts.
  - Make loan payments from share, club and share draft accounts.
  - Obtain information regarding accounts balances and history on all of your accounts.
4. Automated teller machine (ATM) transactions including:
  - Cash withdrawals from your share or share draft accounts.
  - Deposit to your share or share draft accounts.
  - Transfer between your share and share draft accounts.
5. Point of sale (POS) purchase transactions with merchants who accept our ATM cards.

Some of these services may not be available at all terminals.

### **Limitations on the frequency and dollar amount of transactions**

1. Withdrawals from share, and club accounts are limited to no more than six (6) each month. This includes transfers that are made to another account at Chicanos Por La Causa Federal Credit Union (CPLC FCU) or to third parties. Included in this category are the automatic overdraft protection transfers to share draft accounts from the share account.
2. Withdrawals on ATMs are limited to the lower of the amount in your account or \$300 per day. If the ATM system is off-line and cannot access the balance of your account, the limit is \$50 per day.

### **Charges for Electronic Fund Transfers**

1. ATM or POS transactions. A receipt is provided at the time you perform an ATM or POS transaction.
2. Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (602) 262-2752 to find out whether the deposit has been made.
3. Periodic Statements. If you have an electronic fund transfer on your account, you will receive a monthly statement. In any case, you will receive a quarterly statement.

### **Right to Stop Payment and Notice of Varying Accounts**

1. Right to Stop Payment. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call us at (602) 262-2752 or write us at Chicanos Por La Causa Federal Credit Union, PO Box 20525, Phoenix, AZ 85036, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request

## **ELECTRONIC FUND TRANSFER DISCLOSURE (Continued)**

in writing and get it to us within 14 days after your call. (We will charge \$10.00 for each stop payment order you give.)

2. **Notice of Varying Amount.** If these regular payments vary in amount, the person you are going to pay should tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payments, or when the amount would fall outside certain limits that you set.)
3. **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### **Disclosure of Account Information to Third Parties**

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

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

### **Credit Union Liability**

**Liability for our failure to Make Transfers** If we do not complete a transaction 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 our own, you do not have enough money in your account to make the transfer.
2. If the transaction would go over the credit limit on your overdraft line.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transaction.
5. If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
6. Your account is frozen because of a court order, or because your card or personal identification number (PIN) have been reported as lost or stolen.
7. There may be other exceptions stated in our agreement with you.

### **Member Liability**

Tell us **AT ONCE** if you believe your card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days you can lose no more than \$50 if someone used your card or PIN without your permission.

*If you do **NOT** tell within two (2) business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500.*

## **ELECTRONIC FUND TRANSFER DISCLOSURE (continued)**

*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 may extend the time periods.*

*If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission call (602) 262-2752 or write Chicanos Por La Causa Fed Credit Union, 701 S. Central, Phoenix, AZ 85004. Our business days are Monday through Friday, excluding Holidays as determined by the Credit Union.*

### **VISA DEBIT CARD:**

If the unauthorized transactions were performed with a lost or stolen VISA Debit Card you do not have any liability regardless of when you notify the Credit Union, unless the transactions are fraudulent. If the Credit Union can prove that you committed fraud, you are responsible for the entire amount of the unauthorized transactions.

### **Error Resolution**

In case of error or questions about your electronic transfers, call (602) 262-2752 or write CPLC Federal Credit Union, 701 S. Central. Phoenix, AZ 85004, as soon as can. If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, we must hear from you no later than 60 days after we sent the **First** statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. 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.
3. Tell us the dollar amount of the suspected error.

If 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 our investigation within 10 business days (20 business days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this we will re-credit your account within 10 business days (20 business days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) 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 10 business days, we may not re-credit your account.

If we decide there is 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.

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<b>MEMBER COPY</b>
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