



## **CU-Branch Agreement and Disclosure Statement**

This Agreement and Disclosure Statement applies to your use of the CU-Branch, including electronic funds transfers. The CU-Branch Service allows you to access your account and loan information over the Internet.

In this Agreement and Disclosure Statement, the words "you" and "yours" mean the Account/holder or Account/holders, if there is more than one person in whose name the Account is held. The words "we", "us", "our" and "CCU" mean Cornerstone Credit Union.

- 1. Acceptances and Agreement. Your initial access of the CU-Branch Service by submitting our on-line sign-up form signifies your receipt of the disclosures and your agreement to be bound by the terms and conditions contained in this Agreement and Disclosure Statement.
- 2. Technical Requirements. To use the CU-Branch Service, you must have access to the Internet through an Internet Service Provider (ISP). You must also use Netscape Browser version 7.2 or higher, or Microsoft Internet Explorer version 5.5 or higher. To access and/or view eStatements, you must use Adobe® Acrobat Reader® version 6.0 or higher. We are not responsible for any loss, damage or claim caused by your ISP, any related software, or your computer communication equipment.
- 3. CU-Branch Service. Subject to the terms and conditions of this Agreement and Disclosure Statement, you may use a personal computer (PC) and modem to access the CU-Branch Service to: view account and loan balances for each of your selected Accounts; view available account and loan histories for each of your selected Accounts; download account and loan histories to your PCs hard drive for use with financial software such as Microsoft Money® (MS Money) or Quicken®; transfer funds between your accounts and loans in your selected accounts; transfer funds to loans in you selected accounts.
- 4. E-Statement Service. Subject to the terms and conditions of this Agreement and Disclosure Statement, you will automatically be enrolled to receive your statements electronically. An E-Mail notification is sent to the current E-Mail address provided to alert you when your statement is available for online viewing. You will have access to nine (9) prior months of statements via CU-Branch. If you choose to opt out of E-Statements, you may contact the credit union's call center at 815.235.5855, press 0 or toll-free at 800.711.3277, press 0.
- 5. Access. In order to access the services, you will need a logon identification (Member Number) and a access code (Password). You may change your access code (Password) at any time in the future by electronically submitting an on-line change of Password within CU-Branch. Make sure you enter Passwords which you can remember but cannot be easily ascertained by anyone else. To help safeguard your Passwords, you should change them frequently.
- 6. Account Transfers. You may transfer funds to and from your Accounts, as long as you have sufficient funds available to complete the transfer, and nothing in the terms and conditions of the Account agreement prohibit the transfer. Transfers from your Account are subject to all of the transfer restrictions, if any, included in your Account agreement. In addition, you may not transfer from your Account any funds which are secured as collateral for loans you have with us or a third party.
- 7. Additional Information about the Services. We may update or delay any or all services referenced in this Agreement and Disclosure Statement to ensure cost effectiveness and security. We will deny access to the CU-Branch Service if an incorrect Password is entered 3 (three) times. If access is denied, contact Cornerstone Credit Union at 815.235.5855, press 0 or toll-free at 800.711.3277, press 0 between 9:30 a.m. and 5:00 p.m. Monday through Friday, 9:00 a.m. and 12:00 p.m. on Saturday with the exception of observed holidays.
- 8. Limitations on Transactions. There is no limit for the number of times you may use the CU-Branch Service. We, however, may: set limits on the total dollar amount of any one transaction; check and authorize each transaction before it becomes final; and limit the number of transactions in certain accounts as required by law.
- 9. Member Use. The CU-Branch Service is designed and intended for personal, family or household purposes only. The service is not designed for business or commercial use. You may not use the

- services for any commercial purpose. You will take full responsibility if your accounts are business or commercial accounts and will reimburse us for any loss, costs or expenses we incur as a result of your use of the services for business or commercial purposes.
- 10. **Documentation**. You will receive a monthly E-Statement unless there are no transactions in a particular month. You may also generate a printed history of activity while using the CU-Branch Service. In any case you will receive an E-Statement of activity at least quarterly.
- 11. Member Liability. You must tell us AT ONCE if you believe your Password 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(s) plus the maximum amount of your overdraft protection account. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your Password without your permission. If you believe your Password has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500. Also, if your account statement shows electronic fund transfers that you did not make, you must tell us AT ONCE. If you do not tell us within sixty (60) days after the E-Statement Notification was sent to you or if you have opted out of E-Statements within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.
  - 1. If a good reason (such as long trip or hospital stay) kept you from telling us, we may extend the time periods.
  - 2. If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission you must tell us immediately by telephone, e-mail, or in writing. You can call Cornerstone Credit Union at 815.235.5855, press 0 or 800.711.3277, press 0 between 9:30 a.m. and 5:00 p.m. Monday through Friday, 9:00 a.m. and 12:00 p.m. on Saturday with the exception of observed holidays. You can e-mail us at the following address: contactus@cornerstonecu.org, or you can inform us in writing. Write to us at: Cornerstone Credit Union, Attn: Member Services, 550 W Meadows Dr., Freeport, IL 61032. Include in your correspondence, your full name, address, and daytime phone number.
- 12. Confidentiality and Account Information Disclosures. We will disclose information to third parties about your account or the transfers you make: where it is necessary for completing transfers; or in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or in order to comply with government agency or court orders; or if you give us your written permission. If you believe that we have reported inaccurate information about your Account to a consumer reporting agency, write to us at the address found in Section 11 above. Please include your name, address, and daytime phone number with a description of the suspected inaccuracy.
- 13. CCU Liability. If we do not complete an electronic fund transfer to or from your Account in time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
  - if, through no fault of ours, you do not have enough money in your Account to make the electronic fund transfer, if any funds in your Account necessary to complete the transfer are held as uncollected funds or pursuant to our Funds Availability Policy, or if the funds in your Account are pledged as collateral or frozen because of a delinquent loan; if the electronic fund transfer would go over your overdraft protection credit limit; if, through no fault of ours, we have not actually received enough money to cover an electronic deposit from a third party; if the funds in your Account are subject to legal process or other encumbrances restricting the electronic fund transfer; if your computer, modem, software, or Internet access is not working properly or you do not have the required software for Internet access; if our processing system was not working properly and you knew about the problem when you started the electronic fund transfer; if circumstances beyond our control (such as fire or flood) prevent the electronic fund transfer, despite reasonable precautions that we have taken; if this Agreement is terminated; if the authorization for your electronic fund transfer is revoked by law or court order (in case of death or incompetence, for example); or if other exceptions are provided in other agreements we have with you or by applicable law. We will not be required to complete any transaction described above. In the event that such a transaction is completed, you agree to pay us that amount that exceed your Account balance or your line of credit or that is otherwise improperly withdrawn immediately upon request.

- 2. A cash withdrawal which activates your line of credit/overdraft protection account will be repaid in accordance with the terms of your Credit Line/Loanliner Credit Agreement. We may also limit or refuse to complete your electronic fund transaction for security reasons.
- 14. In Case of Errors or Questions About Your Electronic Fund Transfers. In case of errors or questions about your electronic fund transfers, contact us at the appropriate telephone number, e-mail address, and address listed below as soon as you can, if you think your statement or receipt is wrong or if you need more information about an electronic fund transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.
  - 1. Tell us your full name, address, and daytime phone number. Describe the error or the electronic fund 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 verbally, we will require that you send us your complaint or question in writing within ten (10) business days.
  - 2. We will tell you the results of our investigations within ten (10) business days after we hear from you and will correct any error promptly. Where applicable, we will credit interest and refund any fees or charges imposed on your Account. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will recredit 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 do not receive your complaint or question in writing within ten (10) business days, we will not recredit your account
  - 3. For errors involving transfers initiated outside the United States, the periods referred to above are twenty (20) business days instead of ten (10) business days and ninety (90) days instead of forty-five (45) days.
  - 4. If we decide that there was no error, we will send you a written explanation of our findings within three (3) business days after we finish our investigation. You may ask us for copies of the documents that we used in our investigation. If we reversed your transaction, we will notify you that the recredited amount has been reversed and that we will honor up to the amount in dispute plus the available balance in your account and the available balance on your overdraft account (if applicable), without imposing any overdraft charges, any checks, drafts or other similar paper instruments and any preauthorized electronic fund transfers from your account for a period of five (5) business days after our notice of reversal is sent to you.
  - 5. For errors or questions, contact Cornerstone Credit Union at 815.235.5855, press 0 or 800.711.3277, press 0 between 9:30 a.m. and 5:00 p.m. Monday through Friday, 9:00 a.m. and 12:00 p.m. on Saturday with the exception of observed holidays. Or e-mail us at: contactus@cornerstonecu.org. Or write to us at: Cornerstone Credit Union, Attn: Member Services, 550 W Meadows Dr, Freeport, IL 61032.
- 15. Terminating This Agreement. You can terminate this Agreement at any time by notifying us in writing and no longer using your Password. We can also terminate this Agreement at any time. If we do, we will notify you. Whether you terminate this Agreement or we do, the termination will not affect your obligations under the Agreement, even if we allow any transaction to be completed after this Agreement has been terminated.
- 16. Notices. All notices from us will be effective when we have mailed and/or e-mailed them or delivered them to the last postal and/or e-mail address that we have for you in our records. Notices from you will generally be effective once we receive them at the appropriate address specified in this Agreement. If more than one person holds the Account, notice to or from one of the Accountholders will be effective for every Accountholder. We reserve the right to change the terms and conditions upon which the service is offered.
- 17. **Business Days**. For purposes of these disclosures, business days are Monday through Friday. Holidays are not included.
- 18. Changing This Agreement. We have the right to change the terms of this Agreement from time to time. We will notify you at least twenty-one (21) days before the change will take effect if the change will result in greater costs or liability to you or decrease your ability to access your Account. As permitted by law, we will not notify you in advance if the change is immediately necessary for security reasons. Use of this service is subject to existing regulations governing Cornerstone Credit Union and any future changes to those regulations. Use of the CU-Branch service after the effected date of change will constitute agreement to the change.

- 19. Our Rules and Regulations. Your Accounts are also governed by other agreements between you and us and by our rules and regulations.
- 20. Collection Expenses. If we file a lawsuit to collect funds you owe us, you agree to pay our reasonable expenses, including court costs and our attorneys fees and costs.
- 21. Governing Law. Except to the extent that federal laws apply, this Agreement will be governed by the laws of the State of Illinois. If any term of this Agreement cannot legally be enforced, this Agreement is to be considered changed to the extent necessary to comply with the law.
- 22. Waivers. No delay or omission by us in exercising any rights or remedies under this Agreement and Disclosure Statement shall impair or be construed as a waiver of such right or remedy. All waivers must be in writing and signed by us.

Cornerstone Credit Union | 550 W Meadows Dr, Freeport, IL 61032 | 815.235.5855 | 800.711.3277 | www.cornerstonecu.org

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