



ONLINE BANKING TERMS AND CONDITIONS AGREEMENT

This Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Online Banking service, the Bill Payment service, Electronic Statement and Notices service, Mobile Banking service, Secure Chat service and Secure Messages. It also describes the rights and obligations of Clean Energy Credit Union "Credit Union". Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

*For a full schedule of fees visit our website www.cleanenergycu.org/home/disclosures

I. Definitions

The following definitions apply in this Agreement:

1. "Authorized Representative" refers to a person with authority (with respect to the account);
2. "Bill Payment" is the online service that enables the scheduling of bill payments using a personal computer;
3. "ISP" refers to your Internet Service Provider;
4. "Online Banking" is the internet-based service providing access to your Credit Union account(s);
5. "Online Account" means the Credit Union account from which you will be conducting transactions using a Service;
6. "Electronic Statement" is the online service that enables you to view your periodic Credit Union statement;
7. "Mobile Banking" is the mobile service and mobile app that provides access to your online banking account;
8. "Secure Chat" is the online service that offer you the capability to directly "chat" with customer support staff;
9. "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
10. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
11. "Time of day" references are to Central Time Zone;
12. "User ID" is the Credit Union-generated identification code assigned to you for your connection to the Service;
13. "We", "us", or "Credit Union" refer to Clean Energy Credit Union which offers the Services and which holds the accounts accessed by the Services; and
14. "You" or "your" refers to the owner of the account or the authorized representative.
15. "Stop Payment" is a request by you to your Credit Union to not honor (pay) a specific check/bill payment that you have written. You will be charged a fee by the Credit Union for this service.

II. Access to Services

The Credit Union will provide instructions on how to use the Online Banking and Bill payment Services. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your Password and your User ID. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

For purposes of transactions, the Credit Union's business days are Monday through Friday, excluding holidays and weekends. All Online Banking transaction requests received after 4:00 p.m. on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Credit Union chooses to remain closed, will be processed on the Credit Union's next business day. The Credit Union's business day begins at 9:00 a.m.

III. Banking Transactions with Online Banking

- A. Account Access. You may access your personal accounts online. Once you have opened your primary membership you will access to online banking.
- B. Transfer of Funds. In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking accounts, savings accounts and money market accounts.

NOTE: Because regulations require the Credit Union to limit preauthorized transfers (including Online Banking transfers), the following limitations apply:

- **All Money Market and Savings account**. You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer or by telephone or Online Banking.
 - *Please note*: If there are not sufficient funds in the account, we cannot complete this transfer. However, future recurring transfers will not be impacted.
- C. Additional Services. New services may be introduced for Online Banking from time to time. The Credit Union will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

IV. Statements

Electronic statements are made available by enrolling through online banking after registration. You will be able to access these statements from your online account at no charge. You may opt to receive printed statements either monthly or quarterly, depending on the type of account for a fee of \$7.00 per statement.

V. Use of Your Security Password

You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, or User ID;
- Do not leave your PC unattended while you are in the Credit Union's Online Banking Site;

- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Credit Union **immediately** at 720-479-7900 between the hours of 10:00 a.m. to 3:00 p.m., Monday through Friday. Telephoning the credit union is the best way of minimizing your losses and liability. (See; Section XII)

If you believe your Password has been lost or stolen, please use the Password change feature within the Online Banking section of the Web site to change your Password.

VI. Electronic Mail (E-mail)

If you send the Credit Union an e-mail message, the Credit Union will be deemed to have received it on the following business day. **You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.**

- **NOTE:** E-mail transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system. If you wish to contact us electronically, please use the online e-mail provided in our Online Banking site. Use this secure form to e-mail the Credit Union regarding inquiries about an electronic funds transfer error resolution, reporting unauthorized transactions, or contacting the Credit Union regarding other concerns of a confidential nature.

VII. Bill Payment Services

- A. Description of Service. The Bill Payment Service permits you to use your Internet-enabled device to direct payments from your designated online Bill Payment Account to third parties you wish to pay. Your Bill Payment Account must be a checking account. Through the Bill Payment Service, you can pay bills from your Bill Payment Account to businesses or individuals. By utilizing this service, you consent to the Schedule of Fees as specified by the Credit Union at the time of service.

All payments you make will be deducted from the checking account that you designate as your Bill Payment Account for the Bill Payment Service. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the continental United States. We reserve the right to restrict types of payees to whom payments may be made using the Service from time to time. **You should not use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.**

- B. Scheduling Payments. Funds must be available in your Bill Payment Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday, or holiday), funds must be available in your Bill Payment Account the following business day (e.g. Monday). After funds are withdrawn from your Bill Payment Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

You may choose to schedule payments to recur in the same amount at regular weekly, monthly, or semi-monthly intervals. When you create a new payee in the Bill Payment Service, it takes two (2) business days to set up the payee to receive payments. You should schedule a payment to a

new payee at least ten (10) business days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee.

For all subsequent payments, you agree to allow at least four (4) to ten (10) business days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If the payment is an Automatic Clearing House (ACH) electronic payment, it may take up to four (4) business days to reach the payee. However, if the company or person that you are paying cannot accept an electronic payment, the Bill Payment Service will send a check that may take up to ten (10) business days. If you do not follow these time frames, you will be fully responsible for all late fees, finance charges or other actions taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, the Credit Union will work with the payee on your behalf to reverse any late fees or charges.

C. No Duty to Monitor Payments. The Credit Union is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Credit Union will not be liable in any way for damages you incur for any of the following reasons:

- insufficient funds in your Bill Payment Account to make the payment on the processing date;
- failure by you to submit your correct account number information to the payee for proper and timely credit to your account;
- delays in mail delivery;
- changes to the payee's address or account number unless we've been advised of the change in advance
- the failure of any payee to correctly account for or credit the payment in a timely manner, or
- any other circumstances beyond the control of the Credit Union

If the session during which you schedule a payment or transfer ends by 2:00 p.m., the Credit Union will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries made using the Services, the time recorded by the Online Banking Service will be considered the official time of the transaction.

If your Bill Payment Account does not have sufficient funds to make a payment as of the date the payment is debited to your account, the Bill Payment Service will automatically block future Bill Payment Service until the account has sufficient funds to make the payment. The Credit Union will attempt to notify you by e-mail or U.S. Postal Mail, but the Credit Union shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your account to process a payment. In all cases, you are responsible for either contacting the Service at (866)-263-0597 to either make alternate arrangements for the payment or reschedule the payment through the Service. In the case of fixed payments, only the payment currently scheduled will be impacted. Fixed payments scheduled for future dates will not be affected.

D. Cancel or Change Payment Instructions. Payments must be changed or canceled using the Service prior to 2:00 p.m. on the business day the transaction is scheduled to be initiated. If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee. Stop payment orders whether verbal, written, or electronic, will be in effect for a period of six (6) months. If requested by the Credit Union, you will confirm any stop payment order in writing. After six (6) months, any stop payment will terminate and must be renewed in order to continue in effect. The Credit Union may pay any item that is presented following the lapse of any stop payment order.

- E. Fee Schedule for Stop Payments. The Credit Union may charge a Stop Payment fee of \$25.
- F. No Signature Required. When any payment or other online Service generates items to be charged to your account, you agree that we may debit your Bill Payment account without requiring your signature on the item, and without prior notice to you.
- G. Multiple Person Bill Payment Accounts. If more than one person has access to a Bill Payment account, each person may individually enroll in the Bill Pay service. Each enrolled person needs a unique password but may choose to use the same payee list. Each individual may terminate her/his enrollment in the Bill Payment service without affecting the Service for any other person enrolled in that Bill Payment account. However, any enrolled person may terminate the Bill Payment service that will terminate the service for all enrolled persons on that Bill Payment account.

Card Controls - The card controls feature is offered by Clean Energy Credit Union for use by Clean Energy Credit Union debit cardholders. Clean Energy Credit Union's card controls feature is intended to allow You to initiate certain payment card related activities for Your enrolled Clean Energy Credit Union card(s) via the card controls feature. Those activities may include the ability to but not limited to:

- a) Register the card.
- b) Activate and deactivate the card.
- c) Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off ("Controls")
- d) Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and
- e) declined purchases ("Alerts")
- f) View transaction history including cleansed and enriched merchant information (e.g., merchant name,
- g) address, and contact information)
- h) Report Your card as lost or stolen.
- i) Review Your spending by merchant type and/or by month.
- j) View a list of merchants storing Your card information for recurring or card-on-file payments.

The card controls feature may enable access to Clean Energy Credit Union and third parties' services and web sites, including GPS locator websites, such as Google. Use of such services may require internet access and that You accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of use found at http://maps.google.com/help/terms_maps. Html and the Google Legal Notices found at https://www.google.com/help/legalnotices_maps/, or such other URLs as may be updated by Google. To the extent the card controls feature allows You to access third party services, Clean Energy Credit Union and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to You.

You agree to allow us to communicate with You via push notification, SMS and/or email, with respect to the activities performed via the card controls feature. Data fees may be imposed by Your mobile provider for the transmission and receipt of messages and Alerts.

Clean Energy Credit Union reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in Clean Energy Credit Union's card controls feature.

Availability/Interruption. You acknowledge that the actual time between occurrence of an event ("**Event**") triggering a selected Control or Alert and the time the notification of such event is sent to Your mobile device ("**Notification**") is dependent on a number of factors including, without limitation, Your wireless

service and coverage within the area in which You are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, “**Commands**”) are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to Your mobile device in all areas.

If You registered to receive Notifications to Your mobile device, the card controls feature is available when You have Your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. The card controls feature is subject to transmission limitations and service interruptions. Clean Energy Credit Union does not guarantee that the card controls feature (or any portion thereof) will be available at all times or in all areas.

You acknowledge and agree that certain functionality with the card controls feature may not be available for all transactions. Commands based upon the location of the mobile device where the card controls feature is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of the actual location of the merchant differs from the merchant’s registered address.

You acknowledge and agree that neither Clean Energy Credit Union nor its third-party services providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge that neither Clean Energy Credit Union nor its third-party service providers shall be liable to You if You are unable to receive Notifications on Your mobile device in Your intended area. Clean Energy Credit Union, for itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any Notification; any form of active or passive filtering.

VIII. Linked Accounts

All accounts with the Credit Union that you enroll in a service will be linked by the tax identification numbers of the persons authorized to access the account. The linked accounts will appear together without regard to the ownership of the accounts. For example, if an authorized user of a linked account accesses the Service, that authorized user will be able to view and access at a single time the following accounts:

- the accounts of the business for which that person is an authorized user;
- the accounts of any other business for which that person is an authorized user; and
- any consumer accounts for which the person is a co-owner or authorized signer.

IX. Business Accounts

If you are a business, any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to:

- enter into this Agreement, as amended from time to time;
- access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- use any Online Banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

X. Mobile

Please refer to Miscellaneous Fees and Charges for fees on services within mobile banking. You may access certain account(s) using your web-enabled mobile phone or tablet (access charges from your carrier may apply) by application and your user ID and password to:

- *Find branch and ATM locations.
- *Transfer funds between eligible accounts.
- *Review transactions on eligible accounts.
- *Make loan payments.
- *Online bill payment.

XI. Term and Termination

- A. Term. This Agreement will become effective on the date this agreement is accepted by you and shall remain in full force and effect until termination in accordance with the following provisions.
- B. Termination for Cause. We may immediately terminate your electronic banking privileges (including the Bill Payment Service) without notice to you under the following circumstances:
1. you do not pay any fee required by this Agreement when due or
 2. you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

- C. Termination for Convenience. To terminate this Agreement, you must notify the Credit Union and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment service will be assessed at the end of your statement cycle. You may notify the Credit Union by one of the following methods:
- By sending an e-mail to info@cleanenergycu.org or the secure online e-mail within Online Banking site.
 - By calling 720-479-7900.
 - By writing a letter and sending it to the following address: Clean Energy Credit Union PO Box 4233, Englewood, CO 80155; ATTN: Member Service Representative.

If you are not paying a monthly service charge for the Service, we may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 90-day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

XII. Electronic Fund Transfer Provisions For Consumers

- A. Applicability. These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Credit Union may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in

this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.

B. Your Liability. The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:

1. If you notify the Credit Union within two (2) business days after your password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less
2. If you fail to notify the Credit Union within two (2) business days after your password was lost or stolen, your liability will not exceed the lesser of \$500.00 or the total of:
 - \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and
 - the total of authorized EFTs which occur during the two (2) days before notification to the Credit Union, provided the Credit Union establishes that these EFTs would not have occurred had the Credit Union been notified within that two-day period.
3. You must report an unauthorized EFT that appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred with the 60-day period. You may also be liable for the amounts as described in sections 1 and 2 above.
4. If the report is made orally, we will require that you send the complaint or question in writing within 10 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.
5. You may notify the Credit Union by telephone, writing, or by email using the online e-mail in our Online Banking site. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.

C. Telephone Numbers and Addresses. In case of errors or questions regarding an Online Banking or Bill Payment transaction, call: 720-479-7900

or write us at: Attn: Online Banking Services Department, Clean Energy Credit Union, P.O. Box 4233, Englewood, CO 80155.

We must hear from you at the telephone number or address, listed above, no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

1. Your name and account number
2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information
3. The dollar amount of the suspected error and date on which it occurred.

XIII. Liability

- A. Our Liability. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking or Bill Payment services accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking and Bill Payment services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will not be liable to you in the following instances:

1. If through no fault of the Credit Union, you do not have enough money in your account to make the transfer.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
3. If there is a hold on your account, or if access to your account is blocked or in a dormant status, in accordance with banking policy.
4. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
5. If your transfer authorization terminates by operation of law.
6. If you believe someone has accessed your accounts without your permission and you fail to notify the Credit Union immediately.
7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

- B. Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Payment account.
- C. Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Explorer browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Bill Payment account.

- D. Virus Protection. The Credit Union is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

XIV. General Terms and Conditions

- A. Credit Union Agreements. In addition to this Agreement, you and the Credit Union agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service or the Bill Payment Service is your acknowledgment that you have received these agreements and intend to be bound by them, and consent to the applicable charges and fees for use of the services. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule contained in this Agreement. We will automatically deduct the fees related to this Service from your Bill Payment Account each month.
- B. Changes and Modifications. The Credit Union may modify the terms and conditions applicable to the Services, including the Schedule of Fees, from time to time. We may send any notice to you via e-mail and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.
- C. Assignment. We may assign this Agreement to an affiliate of the Credit Union or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.
- D. Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.
- E. Disclosure of Information. We will only disclose information to third parties about your account or transfers you make under the following circumstances:
- where it is necessary for the provision of Online Banking and for completing transfers;
 - in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
 - in order to comply with government or court orders, or other reporting requirements;
 - if you give us your permission;
 - to the Credit Union affiliated companies.
- F. Governing Law. This Agreement is governed by the laws of the State of Colorado and applicable federal law.

XV. Schedule of Fees

- **Online & Mobile Banking**: The Credit Union offers the benefits and convenience of Online Banking services and Mobile Banking services. These services are offered free to our customers.

- **Bill Pay:** The Credit Union offers the benefits and convenience of the Online Banking Service to you free. The Bill Payment Service is offered free to our members.
- **E-Statements:** The Credit Union offers the benefits and convenience of paperless statements. You can view your periodic statement at your convenience online. This service is offered free to our customers.
- **Stop Payments:** The stop payment fee on any and all stop payments on all products offered is a flat \$25 per item.
- **Account to Account Transfers:** The Credit Union offers the ease of moving money between your accounts at financial institutions easy and secure. There is no fee for using this service.