

Columbine Federal Credit Union
ONLINE BANKING/ BILL PAYMENT AGREEMENT & DISCLOSURES AND PRIVACY DISCLOSURE

1. Online Banking/Bill Payment
2. Online Banking/ Bill Payment Limitations
3. Online Bill Payment
4. Security of Password
5. Member Liability
6. Telephone Number, Email and Address
7. Business Days
8. Fees and Charges
9. Transaction Documentation
10. Account Information Disclosure
11. Limitation of Liability for Online Banking/Bill Payment
12. Termination of Online Banking Bill/Payment
13. Notices
14. Statement Errors
15. Enforcement
16. Privacy Disclosure

This Agreement is the contract which covers your and our rights and responsibilities concerning Online Banking/Bill Payment/Website Access offered to you by Columbine Federal Credit Union (CFCU). In this Agreement, the words "we", "us" and "our" refer to CFCU. The words "you" and "yours" mean those who submit a CFCU Online Banking/Bill Payment authorization form. The word account means any one membership accounts you have with CFCU.

By submitting the authorization for Online Banking/Bill Payment service, you agree to the following terms governing your and our rights and responsibilities concerning the Online Banking/Bill Payment electronic funds transfer services. Electronic funds transfers (EFTs) are electronically initiated transactions through Online Banking/Bill Payment and bill payment transactions involving your deposit accounts.

1. Online Banking/Bill Payment. Upon approval, you may use your personal computer to access your accounts. You must use your member number or social security number along with your password to access your accounts through Online Banking. To access Online Bill Payment you will need a Username and a User Password. Online Banking/Bill Payment are accessible seven (7) days a week, 24 hours a day. You will need a personal computer and a web browser (such as Netscape Navigator or Microsoft Internet Explorer).

The online address for Online Banking is <https://online.columbinefcu.org/>.
The online address for Online Bill Payment is
<https://billpay.suncorp.coop/columbine/SITE/welcomeie.asp>.

You are responsible for the installation, maintenance and operation of your computer and modem.

CFCU will not be responsible for any errors or failures involving any telephone service, Internet service or your computer. At the present time, you may use Online Banking/Bill Payment to:

- Transfer funds between your share savings and checking accounts within your member account.
- Transfer funds to accounts of other members where you are a joint owner.
- Transfer from share savings accounts, checking accounts and lines of credit to other deposit or loan accounts, as applicable.
- Review account balance, transaction history, direct deposit and tax information for any of your accounts.
- Review information on your loan account including payoff amounts, due dates, finance charges, interest rate, and balance information.
- Pay bills from your checking account using the Bill Payment service (including sending a check to yourself).
- Communicate with the CFCU using the electronic mail (email) feature.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a loan or line of credit account will be subject to your Loan Agreement and Disclosures, as applicable.

2. Online Banking/Bill Payment Limitations. The following limitations on Online Banking/Bill Payment transactions may apply:
 - a. Transfers. You may make funds transfers to your other accounts as often as you like. However, transfers from your savings or money market accounts will be limited to a total of six (6) in any one calendar month. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. CFCU reserves 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. CFCU may set other limits on the amount of any transaction and you will be notified of those limits.
 - b. Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited, due to the processing time for any ATM deposit transactions and our Funds Availability Policy.

- c. Email. You may use email to send messages to us. Email may not, however, be used to initiate a transfer on your account or a stop payment request. CFCU may not immediately receive email communications that you send, and CFCU will not take action based on email requests until we actually receive your message and have a reasonable opportunity to act. If you need to contact us immediately regarding an unauthorized transaction or stop payment request, you may call us at the telephone number set forth in Section 6, or email us at feedback@columbinefcu.org.

3. Online Bill Payment.

- . Online Bill Payment Transactions. When you register for Online Bill Payment, and if you are approved to use the service, you authorize us to process bill payments from your checking account. You may use Online Bill Payment to initiate two different types of payment transactions:
 - i. Single Payments are payments that are not recurring. The payments can be canceled or changed through Online Bill Payment up until 4:00am Mountain Time before your scheduled payment date.
 - ii. Recurring Payments are payments that are recurring on a fixed due date and fixed amount. You have an option with Online Bill Payment to set automatic payments to continue indefinitely or set a maturity date. The payment can be canceled or changed through Online Bill Payment up until 4:00am Mountain Time before the scheduled payment date.
- a. Number of Payments and Authorized Payees. There is no limit to the number of payments you may schedule to payees located in the United States. You may not make payments to federal, state or local governments or other categories of payees we designate from time to time.

When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the Online Bill Payment transaction from your checking account. CFCU will not process any bill payment transfer if we know the required transaction information is incomplete. In any event, CFCU will not be liable for any transaction that contains incorrect information for which we were not responsible for entering or knowing. If there are insufficient funds in your account to make the bill payment request, we may either refuse to make the bill payment or make the bill payment and transfer funds from any overdraft protection account you have established. CFCU reserves the right to refuse to process bill payment instructions that reasonably appear to us to be fraudulent or erroneous.

- b. Processing Payments. The amount of your requested bill payments will be deducted from your account on the scheduled payment date and will be processed by SunCorp Corporate Credit Union on that date, or the next business day should the processing date fall on a weekend or holiday. Therefore, you must have sufficient funds available to cover your payment on the scheduled payment date.

Bill payments are delivered to the payee either electronically, which may take up to four (4) business days from the scheduled payment date, or by check to those payees not set up to accept electronic payments, which may take up to seven (7) business days from the scheduled payment date. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. If you do not allow sufficient time, you assume full responsibility for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization.

- c. Editing or Deleting Bill Payments. Payments designated as single payments cannot be changed to recurring payments and recurring payments cannot be changed to single payments. Instead, the current payment must be deleted, and then you can set up a new payment in the format so desired. Bill payments can only be edited or deleted when they are still pending. Transactions cannot be edited or deleted once your bill payment has been processed. You may edit and delete future single and recurring bill payments under certain circumstances by following the instructions provided. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a bill payment that you have already scheduled for transmission through the Online Bill Payment service, you may electronically edit or delete your payment request through the Bill Payer service. Your change or cancellation request must be entered and transmitted through the Online Bill Payment service before the scheduled payment date. If your request is not timely entered, you will be responsible for the payment.

Bill payments that are sent electronically may not be stopped after the payment is processed. A stop payment on a bill payment that is sent by check may be made after it has been processed as long as the funds for the check have not yet cleared. Funds in the amount of the check payment will be credited to your account from SunCorp Corporate Credit Union in five (5) to seven (7) business days. A stop payment fee will be charged to your account in accordance with our Membership & Account Agreement and Fee Schedule. CFCU will not be responsible for stopping bill payments set up by you through the Online Bill Payment system.

4. Security of Password. The password that you select is for your security purposes. The password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your password. You agree not to disclose or otherwise make your password available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your password, you understand that person may use Online Banking/Bill Payment to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your password, and you agree that the use of your password will have the same effect as your signature authorizing transactions.

If you authorize anyone to use your password in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying CFCU and change your password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your password is changed. If you fail to maintain or change the security of these passwords and CFCU suffers a loss, we may terminate your EFTs and account services immediately.

5. Member Liability. You are responsible for all transfers you authorize using Online Banking/Bill Payment under this Agreement. If you permit other persons to use your 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 password and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For Online Banking/Bill Payment transactions, if you tell us within two (2) business days, you can lose no more than \$50 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 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 \$500.

Also, if your statement shows Online Banking/Bill Payment transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after you received your periodic statement, you may be liable the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time period.

6. Reporting Unauthorized Use of your Online Banking/Bill Payment Account. 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, please call:

For Online Banking/Bill Payment:

Columbine Federal Credit Union

720-283-2346

Fax: Main Office - 303-795-7751 DTC Office – 720-488-6394

Or, contact us electronically by sending an email message through our website at feedback@columbinefcu.org

Or, write:

Columbine Federal Credit Union

Attn: Member Services

PO Box 2889

Centennial, CO 80161-2889

7. **Business Days.** Our business days are Monday, Tuesday, Thursday, Friday, 9:00 am to 5:00 pm and Wednesday 10:00am to 5:00pm. Holidays are not included.
8. **Fees and Charges.** There are certain charges for Online Banking/Bill Payment as set forth below. From time to time, the charges may be changed. We will notify you of any changes as required by law.
 - a. **Online Banking.** This service is free to members.
 - b. **Online Bill Payment.** The first sixty (60) days for Online Bill Payment is free. After the free trial period, there is a fee of \$4.95 per month for Online Bill Payment that allows up to 10 transactions per month. It is \$.50 per transaction over 10.
9. **Transaction Documentation.** Transfers and withdrawals transacted through Online Banking/Bill Payment will be recorded on your periodic statement by mail. You will receive a statement monthly.
10. **Account Information Disclosure.** We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated on our website in Section 16. However, we will disclose information to third parties about your account or the transfers you make in the following limited circumstances:
 - a. As necessary to complete transfers;
 - b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
 - c. To comply with government agency or court orders;
 - d. If you give us your express permission.

11. Limitation of Liability for Online Banking/Bill Payment. 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. Our sole responsibility for an error in a transfer will be to correct the error and in no case will we be liable for any indirect, special, incidental or consequential damages. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. CFCU will not be liable for the following:

- a. If, through no fault of our own, 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.
- b. If you used the wrong password or you have not properly followed any applicable computer or CFCU user instructions for making transfers and Online Bill Payment transactions.]
- c. If your computer fails or malfunctions or your Internet service, the phone lines, the CFCU computer system or SunCorp Corporate Credit Union computer system were not properly working and such problems were apparent when you attempted such transaction.
- d. If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- e. If the funds in your account are subject to an administrative hold, legal process or other claim. If you have not given SunCorp Corporate Credit Union complete, correct and current instructions so SunCorp can process a transfer.
- f. If, through no fault of our own, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- g. If the error was caused by a system beyond CFCU's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by CFCU.
- h. If there are other exceptions as established by CFCU.

12. Termination of Online Banking/Bill Payment. You agree that we may terminate this Agreement and your Online Banking/Bill Payment account, if you, or any

authorized user of your Online Banking/Bill Payment account 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. In addition, we reserve the right to terminate the service if you fail to use the service for more than six consecutive billing cycles.

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.

13. Notices. CFCU reserves the right to change the terms and conditions upon which this service is offered. CFCU will notify you at least twenty-one (21) days before the effective date of any change, as required by law. This means we will contact you via the email address you have designated. Use of this service is subject to existing regulations governing the CFCU account and any future changes to those regulations.

14. Statement Errors. In case of errors or questions about your Online Banking/Bill Payment transactions, contact us by telephone, send us an email or write us per the instructions set forth in Section 6 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 appears. Please include the following information:

Full name and phone number where you can be reached.

Describe 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.

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 any error promptly. Errors related to transactions which occurred 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 provisionally 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 provisionally credit your account.

We will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If we decided that there was no error we will send you a written explanation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

15. Enforcement. You agree that you are responsible to CFCU for any liability, loss or expense as provided in this Agreement that CFCU incurs as a result of any dispute involving your accounts or services. You authorize CFCU to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the state of Colorado as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Colorado law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.
16. Privacy Notice & Disclosure. Columbine Federal Credit Union, your member owned financial institution, is committed to providing you with competitive products and services to meet your financial needs and help you reach your goals. We are equally committed to protecting the privacy of our members. Under federal law, we are required to give you this privacy notice. It describes our credit union's privacy policy and practices concerning the personal information we collect and disclose about our members. It also includes information about the parties who receive personal and sometimes nonpublic information from us as we conduct the business of the credit union.

If after reading this notice you have questions, please contact us at:
1-800-541-0249
720-283-2346

or write to:

Columbine Federal Credit Union
P.O. Box 2889
Centennial, CO 80161-2889

Information We Collect About You

We collect nonpublic person information about you from the following sources:

- Information we receive from you on applications and other forms
- Information about your transactions with us
- Information we receive from a consumer reporting agency
- Information obtained when verifying the information you provide on an application or other forms; this may be obtained from your current or past employers, or from other institutions where you conduct financial transactions

We may disclose all of the information we collect, as described above, as permitted by law.

Parties Who Receive Information From Us

We may disclose nonpublic personal information about you to the following types of third parties:

- Financial service providers, such as insurance companies, and securities broker-dealers
- Non-financial companies, such as consumer reporting agencies, data processors, check/share draft printers, financial statement publishers, plastic card processors, non-profit organizations and government agencies

Disclosure of Information to Parties That Provide Services to Us

In order for us to conduct the business of the credit union, we may disclose all of the information we collect, as described above, to companies that perform marketing or other services on our behalf or to other financial institutions with whom we have joint marketing agreements or to other nonaffiliated third parties for the purposes of processing and servicing transactions that you request or authorize so that we may provide members competitive products and services.

We may also disclose nonpublic personal information about you under circumstances as permitted or required by law. These disclosures typically include information to process transactions on your behalf, conduct the operations of our credit union, following your instructions as you authorize, or protect the security of our financial records.

To protect our members' privacy, we only work with companies that agree to maintain strong confidentiality protections and limit the use of information we provide. We do not permit these companies to sell the information we provide to other third parties.

Disclosure of Information About Former Members

If you terminate your membership with Columbine Federal Credit Union, we will not share information we have collected about you, except as may be permitted or required by law.

How We Protect Your Information

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, or procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

What Members Can Do to Help

Columbine Federal Credit Union is committed to protecting the privacy of its members. Members can help by following these simple guidelines:

- Protect your account numbers, plastic card numbers, PINs (personal identification numbers) or passwords. Never keep your PIN with your card, which can provide free access to your accounts if your card is lost or stolen.
- Use caution when disclosing your account numbers, social security numbers, Etc. to other persons. If someone calls you explaining the call is on behalf of the credit union and asks for your account number, you should beware. Official credit union staff will have access to your information and will not need to ask for it.
- Keep your information with us current. If your address or phone number have changes, please let us know. It is important that we have current information on how to reach you. If we detect potentially fraudulent or unauthorized activity or use of an account, we will attempt to contact you immediately.

Let us know if you have questions. Please do not hesitate to call us – we are here to serve you!