



INTERNET ACCESS SERVICES MEMBER AGREEMENT

You, the undersigned, agree that the use of any Community First Co-operative Credit Union Online Electronic Access will be in accordance with this Electronic Access Agreement, as amended from time to time, (this "Agreement"). **This Agreement is binding on you as soon as you sign below. You understand that by executing this Agreement you authorise the Credit Union to accept and irrevocably honour any and all instructions as set out in this Agreement. You further agree that any one of the signatories of this Agreement may authorise these instructions.**

General Terms and Conditions

1. In this Agreement:

"You" and "Your" mean the authorised signatory/signatories to the account or the individual account holder who are enrolled to access the Service.

"The Credit Union" means Community First Co-operative Credit Union and its affiliates as may from time to time hereafter come into existence and any successors or assignees of these companies.

"Account" means any account you may access from time to time using an Electronic Access Device.

"Activation Code" means the one time activation code that the Credit Union provides you and which upon entering the Activation Code as instructed by the Credit Union, gives you access to all the Services made available to you from time to time through Electronic Access Device.

"Business Day" means any day excluding Saturday or Sunday or a statutory holiday.

"Electronic Access Device" means any device (excluding an Automated Teller Machine or point of sale terminal), including but not limited to, a personal computer, handheld electronic device, telephone or pager, used by you to electronically access Services.

"Message Centre" means our online communication centre located on our Website where you access the Services and where encrypted emails and other communications or information relating to the Services may be transmitted between you and the Credit Union;

"Instructions" or "Your instructions" mean any instructions received via the internet, email, telephone or facsimile from you.

"Password(s)" mean any confidential combination of numbers and or letters you select from time to time as a means of identifying you and enabling you to access an account or the Services.

"Personal Verification Questions" means any personal related question or series of questions used by the Credit Union to provide you with, or assist the Credit Union in providing you with, access to the Services.

"Services" means any one of the following services which the Credit Union may provide online on your instructions:

- (i) to provide account and/or transaction details;
- (ii) to transfer funds between your accounts;
- (iii) to transfer funds from any account in your name to any third party;
- (iv) to issue stop payment orders;
- (v) relating to transactions in connection with any existing credit arrangement between the Credit Union and you.

Notwithstanding the foregoing, the Credit Union reserves the right to first obtain verbal or written confirmation before executing any such instruments.

2. Changes to the Agreement.

We may change this Agreement from time to time by providing you with notice of the change either before or after the change takes effect. If the Services are accessed after the effective date of the change it will mean that you have agreed and consented to the change.

You may from time to time notify the Credit Union of changes to the list of Authorised signatories. No change to that list is effective until the Credit Union has received written notice of the change.

3. Notice

Any notice we are required to give you under this Agreement may be: (i) provided to you electronically through your Electronic Access Device, or through the Message Centre, or (ii) sent to your email or mailing address last appearing on our records. This is in accordance with the provisions of applicable laws and regulations of the country in which the account is held.

4. Use/Instruction.

Your member Identification and Password must be used to access the Services. Each instruction given to the Credit Union by use of the Services will be attributed to you and will have the same legal effect as if it was made in writing to the Credit Union and signed by you. You acknowledge that once an instruction is submitted to the Credit Union it is final, unless the Credit Union has received written notice to the contrary.

The Credit Union does not have to act upon any of your Instructions if it is unsure that they are accurate or are really from you or if the Credit Union does not understand them.

5. Payment instruction.

If you give instructions to pay bills or transfer funds from an Account, you acknowledge that the instructions will result in funds being withdrawn from your account on the date the instructions are given. You acknowledge that merchants or third parties may not treat payments as being received as of the date of your instructions. The Credit Union will not be responsible for processing delays from merchants.

The Credit Union has no responsibility whatsoever for any problems or disputes with merchants or other third parties, including if a merchant or third party does not credit your account for a payment for whatever reason (including where merchant or third party is no longer included on your payee list) or charges you late fees or interest penalties or takes any other actions.

6. Prohibitions on Use.

You will not:

- (i) access or use the Services for an illegal, fraudulent or defamatory purpose, or
- (ii) take steps or actions that could do or undermine the security, integrity, effectiveness, goodwill or connectivity of the Services of the Credit Union (including but not limited to fraudulent, malicious or other activity that threaten to harm or cause harm to any other person).

The Credit Union may, in its discretion, decline or refuse to act on an instruction given by you.

7. Changes to the Services/Agreement.

You understand that from time to time we may add, amend all or any part of the Services of this Agreement. Any of the Services (or parts thereof) added or changed by the Credit Union will be governed by this Agreement. The Credit Union will provide you notice of the amendment thirty (30) days before such change takes effect. Notice may be provided to you through an Electronic Access Device or the Message Centre.

The terms, rules, procedures, fees and charges set out in any written or computer-generated instructions, manuals or other such documents relating to an account or any Services form part of this Agreement.

8. Setting Limits.

The Credit Union may set one or more limits (dollar amounts, frequency or otherwise) for the Services from time to time and we may change these limits periodically.

9. Security.

You understand that the Internet is not a secure medium of communication and we cannot guarantee privacy of member information inputted on the Credit Union's website or sent to the Credit Union via the Internet. In order to assist in protecting your information –

(a) You acknowledge that ensuring the security of your information requires that you exercise safe computing practices. We recommend that you review, on a regular basis, those sections on our Website that deal with security in connection with the Services. You must sign out, log off, disconnect and close your browser, as appropriate, after each session in which you have accessed the Services to prevent anyone else from accessing the Services without your permission or knowledge. In addition, you agree to implement and maintain safe computing practices which will include, at least, the following security measures:

- (i) an internet browser with at least 128-bit encryption technology;
- (ii) up-to-date virus scanning software; and
- (iii) a firewall system.

(b) You must always keep your Password strictly confidential and shall take every precaution necessary to ensure that your Password(s) are not disclosed, accidentally or otherwise, to or shared with anyone else at any time. You are solely responsible for maintaining the security of your Password(s). If you know or suspect that someone else may know your Password, you must change your Password immediately and advise the Credit Union only if that change may impact your access to the Services.

- (c) The Password and Personal Verification Questions you select must be confidential, unique and not easily guessed by others. You must not select a Password containing your birth date or name or those of your family members. Your telephone number or address, Credit Union account number or Credit Union Card number should also not be used. You must not select a Password that is the same as any Personal Identification Number (PIN) you use with any other card issued to you.

If you know or suspect that someone else may know any of your Passwords or may be using your Credit Union Card number, you must notify the Credit Union as soon as is reasonably possible. You must also change all of your Password(s) immediately.

You will be held liable for all losses that occur if your Credit Union Card Number and/or Password(s) are used to access your account or any service whether you authorise that use or not unless you prove to the Credit Union's satisfaction that you did not disclose your Password(s) to anyone else or in any way enabled someone to find out your Password(s).

10. Access Fees.

You will pay service fees or other charges applicable to your access to and use of any of the Services. The Credit Union will charge your Accounts for any service fees or other charges that may apply at the time they are incurred. The Credit Union will give you notice of these service fees and charges and may change them from time to time providing you with prior notice. You acknowledge that these service fees or other charges are in addition to any other service fees or other charges that may apply to an Account.

11. Limitation of Liability

- (a) The Credit Union will not be liable to you for any loss, damage, delay or inconvenience suffered or incurred by you with respect to the (i) Agreement, (ii) any instructions provided to you in connection with the Services, or (iii) use of an Electronic Access Device to access the Services (including but not limited to any delay or inability to access the Services), except in the case where there has been negligence (to be determined in light of reasonable commercial standards) on the Credit Union's part. The Credit Union will not, under any circumstances (even if we are negligent), be liable for any loss of data, or indirect, consequential, special, aggravated, punitive or exemplary damages whatsoever, in a whole or in other part (including but not limited to any business interruption, loss of profits, data, information, opportunity, revenues, or goodwill or any other commercial or economic loss), caused to you, regardless of the cause of action, even if we have been advised of the possibility of such damages.

In no event will the Credit Union be liable for loss or damage suffered by you that is caused by:

- (i) the actions of, or any failure to act by, a third party
- (ii) mistakes, errors, omissions, inaccuracies or other inadequacies of, or contained in, any data or information (including Log-in Information, Information or any Document) including where such data or information is furnished by you to the Credit Union or any Third Party Service Provider

(including but not limited to your failure to update the Log-in Information);

- (iii) any delay, error, interruption or failure by the Credit Union to perform or fulfil any obligations to you due to any cause beyond the Credit Union's control (including but not limited to acts of God, lockouts, riots, acts of war, fire, communication line failures, power failures, any system malfunctions or technical failures) or if the information retrieved by the Credit Union is not timely, complete or accurate;
- (iv) any delay in retrieval or presentment of the information or any malfunction in the communication facilities that are not under our control, that may affect the timeliness, completeness or accuracy of the information or that may prevent the retrieval or presentation of any information;
- (v) use of, or inability to use, the Services (including but not limited to any charges such as late fees or additional interest you may have to pay an issuer);
- (vi) your leaving the Website and linking to and from any third party's Website; or
- (vii) your failure to fulfil any of your obligations under this Agreement including those in Sections 9 and 10 or to comply with any instructions the Credit Union may provide to you from time to time in connection with the Services.

In the event of the Credit Union's gross negligence or wilful misconduct, the Credit Union's liability will be limited to the amount involved in your instructions. The Credit Union will not in any event be liable for any special, incidental, consequential or indirect damages, or loss of profit whatsoever.

12. Release/Indemnities.

You will indemnify and save the Credit Union harmless from any claims, damages, demands and expenses that the Credit Union incurs (other than due to its own gross negligence or wilful misconduct), including among other things all legal fees and expenses, arising from the Credit Union acting or declining to act on any of your instructions given under this Agreement. This indemnity is in addition to any other indemnity or assurance against loss provided by you to the Credit Union.

You will release and indemnify the Credit Union against any claim, cost and liability incurred by the Credit Union in connection with: (i) your access to the Services; or (ii) any breach by you of the terms and conditions of this Agreement, including but not limited to, Section 6 (Prohibitions of Use).

13. Suspension/Termination.

By the Credit Union: The Credit Union may suspend or terminate (in whole or in part) this Agreement or your access to any of the Service immediately for any reason whatsoever at any time without prior notice. The Credit Union will not be responsible for any loss or inconvenience that may result from such suspension or termination.

I hereby acknowledge and agree to be guided by your Online Access Services Member Agreement and herewith enclose a duly signed copy of the said Agreement.

By You: You may terminate the Agreement by giving notice of termination to your branch and such termination will be effective one (1) Business Day following the Credit Union's receipt of such notice.

14. Third Parties.

You understand and agree that:

- (a) the Credit Union may use Third Party Service Providers to provide or assist the Credit Union in providing access to the Services and that such Third Party Service Providers will not respond directly to you with respect to any inquiries, complaints, questions or other issues relating to the Service other than to direct you to the Credit Union the relevant issuer; and
- (b) use of the Service may involve leaving our Website and linking to a Third Party's Website (including Third Party Website of an Issuer, Third Party Service Provider of Account Provider).

15. Records

Our records, and those of any of our affiliates or subsidiaries or any Third Party Service Providers (whether used by them or by the Credit Union), regarding an Account or any Services, including but not limited to, the retrieval, consolidation, organisation and presentment, receipt and viewing of information, records for each instruction and the presentment, receipt and viewing of Documents, shall be final and conclusive and the Credit Union may use those records in any court of law.

16. Status of Agreement

This Agreement replaces all prior Agreements between you and the Credit Union governing your electronic access to the Services but does not replace any other Agreements you have with the Credit Union (now or in the future) governing an Account or the Services. Any Agreement you have with the Credit Union governing an Account or the Services shall continue to apply to that Account or Services unless it conflicts with this Agreement, in which case the Agreement governing such Account or Services will prevail to the extent of the conflict. You also agree to abide by and comply with all instructions the Credit Union may provide to you from time to time in connection with accessing and using the Services.

17. Severability.

The invalidity or enforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid or unenforceable provision shall be deemed to be severable.

18. Governing Law.

This Agreement will be exclusively governed by and construed in accordance with the laws of the country in which the Account is conducted and the Courts of the jurisdiction will have exclusive jurisdiction over any disputes arising in connection with the Agreement and/or Service.

Authorisation and Agreement.

By signing below, I/We hereby apply for CFCCU Global Online Access Service (the “Service”) and authorise you and your representatives to provide the Service for these Community First Co-operative Credit Union (the “Credit Union”) accounts indicated above. I/We understand that the use of the Service is subject to the terms and conditions contained in: (a) the CFCCU Global Online Access Agreement (“the Agreement”) which I/We may access when I/We log onto the Service, (b) the Credit Union’s general disclosure for personal and business accounts which I/We received when I/We opened my/our account(s) and (c) your general account mandates. I/We acknowledge and agree that using, or permitting another person to use, the Service confirms the terms and conditions set forth in the Agreement(s). The Credit Union will not be liable to me/us for any loss or damages whatsoever or however caused by the use or otherwise to the Service whether directly or indirectly including all and any liability for consequential loss or damage; I/We will not hold the Credit Union liable should any information whatsoever concerning my/our account(s) become available to any unauthorised person by whatever means or for whatever reason.

Additionally, the Credit Union shall not be liable in any way if it is unable to perform its obligations due directly or indirectly to the failure of data processing system (whether by way of hardware or software) or transmission link or to any industrial dispute or from any cause whatsoever outside the control of the Credit Union, its servants, agents, sub-contractors nor from any incident or data distortion or loss or any consequences thereof which occurred during or as a consequence of the use of the Service.

When using the transfer between account options of the Service, I/We accept full responsibility for saving/printing copies of my/our confirmation statement(s) after the transfer/payment of funds. I/We fully indemnify the Credit Union against all claims, cost actions or other proceedings whatsoever or however arising out of the use of the Service made or brought against the Credit Union by any third party.

I/We must indicate that if I/We wish to cancel the Service it must be done by written notification. Non-usage of the Service for 120 days may result in suspension of Service. I/We agree that any time after such period of non-use, you may discontinue the Service. If my/our Service is discontinued I/We can request its reinstatement by contacting the Credit Union in writing.

**CFCCU GLOBAL INTERNET ACCESS (GIA)
APPLICATION**

Date **Account Number**

Member Name

Address

Home #..... **Work #**..... **Mobile #**.....

.....
E-Mail Address (BLOCK LETTERS)

LOG IN INFORMATION: Your log in information will be sent to you **VIA EMAIL**.

By signing this Agreement, the Member(s) confirms having read all of the terms of the Agreement and agrees to be bound by same.

.....
Authorised Signatory

.....
Authorised Signatory

.....
Witness

OFFICIAL USE:

Verified by: _____

Date: _____