

# TERMS AND CONDITIONS AGREEMENT FOR INTERNET BANKING

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EFFECTIVE OCTOBER 4, 2021

Electronic Services Department  
Crosspoint Federal Credit Union  
105 Sanford Street  
Hamden, CT 06514  
(203) 288-1695  
generalinfo@wffcu.org

**PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE ENROLLING IN THE SERVICE OR INITIATING ANY TRANSACTIONS.**

This document contains the terms and conditions of your Internet Banking agreement with Crosspoint Federal Credit Union ("CFCU") and the disclosures required by the Electronic Funds Transfer Act. The terms and conditions of this Agreement are in addition to the account agreements, disclosures and other documents in *effect* from time to time governing your account.

## CONSENT TO ELECTRONIC DISCLOSURE

I acknowledge electronic receipt of this Terms and Conditions Agreement ("Agreement") associated with Crosspoint Federal Credit Union's Internet Banking Service and agree that I have read and will abide by this Agreement. I also agree that CFCU does not need to provide me with an additional paper copy of this Agreement unless specifically requested. Further, I understand that a copy of this Agreement can be printed by using my browser's print command and a printer.

## DEFINITIONS

This Agreement and Disclosure contains the following terms:

- A. **Agreement** - means these terms and conditions of the Internet Banking services.
- B. **Authorized User** - is any individual or agent to whom you allow use of the Service or your PIN or other means to access your Eligible Account(s).
- C. **Business Day** - is every Monday through Friday, excluding Federal Reserve holidays. The Business Day ends at 4:00 PM on Monday through Wednesday, and 5:00 PM Thursday and Friday.
- D. **Business Customer** - Refers to anyone other than a Consumer who owns an Eligible account with respect to which the Service is requested primarily for business purposes.
- E. **Business Day Cutoff** - Refers to the cutoff time for posting purposes. The cutoff time for online transactions is based upon our Business Days and Eastern Time. For posting purposes, we will process all transactions immediately. Transactions completed after the end of the Business Day will be processed as of the following Business Day.
- F. **Consumer** - Refers to a natural person who owns an Eligible Account at this Financial Institution and who uses the Service primarily for personal, family, or household purposes.
- G. **Eligible Accounts** -An Eligible Account means any one of your account(s) to which we may allow access through the Service under this Agreement.

You may request Internet access to any account on which you are a signer or owner. If you or your Authorized Users desire features of the Service that allow you to initiate Bill Payments transfers, ACH transactions, or otherwise remove funds from an account, you must have the required withdrawal authority over the relevant Eligible Account.

When using the Service, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Service.

- H. **Joint Accounts** - If the Eligible Accounts added to the Service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your Access ID and PIN are authorized unless we have been notified to cancel the Service.
- I. **Service** - means the Internet Banking services offered by Crosspoint FCU through its Service Providers.
- J. **Service Provider** - includes any agent, licensor, independent contractor or subcontractor that this Financial Institution may involve in the provision of Internet Banking, Bill Payment, and electronic Bill Delivery services.
- K. **You and your** - As used within this Agreement, "you" and "your" refer to the person enrolling in the Service, owner of the eligible accounts, as well as any Authorized Users that such person allows, subject to the parameters of multiple user access as set forth within the Service.
- L. **We, us, or our** - As used within this Agreement, "we", "us" and "our" refer to Crosspoint FCU and any agent, independent contractor, service provider, sub-contract to licensor, designee, or assignee that Crosspoint FCU may involve in the provision of the Service.

#### **CFCU INTERNET BANKING SERVICE**

Internet Banking is a service which will allow you to access your account(s) through the use of a personal computer, communications software, a modem and your Personal Identification Number (PIN) through the Internet and will enable you to perform monetary transactions and account inquiries.

#### **BASIC INTERNET BANKING SERVICES**

You may use your Personal Identification Number (PIN) to process the following requests and transactions on the Credit Union account for which the PIN has been assigned:

1. Account balance and transaction history;
2. Transfers between your authorized accounts at this Financial Institution;
3. Transfers to another member's account;
4. Transfers to process loan payments and loan add-ons against other line(s) of credit;
5. Withdrawals in the form of a Credit Union check payable to the primary member and mailed to the current account address;
6. Change your PIN;
7. Third party bill payments through Bill Pay, a separate Internet Banking service;
8. Additional services as we may offer from time to time.

Bill Payment services are optional. You can request Bill Payment privileges within the Service by selecting "Bill Pay" from the "Online Services" menu. Bill Payment customers also have access to electronic Bill Presentment or Bill Delivery. You must register with the Bill Pay service and accept the terms and conditions of that service before using Bill Pay.

We may add or remove certain features and/or functionality available from time to time. You can use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control.

#### **OTHER INTERNET BANKING FEATURES**

##### **A. STOP PAYMENT**

The stop payment feature within the Service is only for stopping payments on checks that you have written or for stopping pre-authorized electronic drafts that are deducted from your account. This feature is accessible in the "Online Services" menu of the Internet Banking Service and provides a means to securely forward your stop payment requests to us for processing.

*The stop payment feature within the Service should NOT be used to cancel transfers and Bill Payments.*

There is a stop payment fee of \$25.00 associated with this feature. Please refer to our fee schedule for additional information or contact us at (203)288-1695. Additional terms of acceptance or

disclosures may apply on the stop payment service and these disclosures will be made at the time you complete the request. Additional information on stop payments is available within the Service.

**B. MEMBER ALERTS**

The Member Alerts option allows you to request notification if an account balance falls below a specified amount, ACH activity occurs, or a specific draft clears. Alerts are sent to you via e-mail and also are visible for you to read within the Service. To create or view a Member Alert, select "Member Alerts" from the "Online Services" menu.

Member Alerts are intended as a member convenience to enhance your experience in using the Internet Banking Service and are informational only. You should not depend on the accuracy or timely delivery of Member Alerts provided under this Service.

**C. SECURE E-MAIL AND DOCUMENT REQUESTS**

The submission of requests, such as those for documents or check reorders, will require you to send a secure email to this Financial Institution. Generally, requests received through the Service's secure e-mail feature will be processed within one (1) to two (2) Business Days. For urgent requests, we recommend that you contact our Electronic Services Department.

**FEES**

There is no fee for Internet Banking; however, there may be a charge for additional transactions and other optional services. You agree to pay all such charges and authorize us to deduct the calculated amount from your account. Any fees associated with your standard deposit accounts will continue to apply.

You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

**REQUIREMENTS FOR ENROLLING IN INTERNET BANKING**

In order to enroll in the Service:

- You must have an Eligible Account with this Financial Institution.
- Your account with us must be in good standing.
- You must be 18 years of age or older.
- You must be a resident of the United States or its possessions.
- You must have a computer and Internet browser that will support 128 bit encryption.
- You will need Internet access through an Internet service provider (ISP).
- You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- You will also need an external email address for the delivery of electronic notices and disclosures.

Prior to enrolling in the Service and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Service and to retain a copy of this Agreement.

If we revise hardware and software requirements, and if there's a material chance that the changes may impact your ability to access the Service, we will give you advance notice of these changes and provide you an opportunity to cancel the Service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

**ENROLLMENT PROCESS**

You must complete the enrollment process to use the Service. You can enroll for the Service via the Internet only.

The Internet enrollment process involves completing a secure online application that we will use to verify your identity. When you enroll for the Service, you agree to provide true and accurate enrollment information. Once this information has been verified, you will be asked to establish your Access ID and PIN. You may begin using the Service only after you have established your access information and have accepted the terms of this Agreement.

### **SIGNATURE REQUIREMENTS**

When any transfer, ACH, or other Payment Instruction is initiated through the Service for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you.

### **ACCOUNTS AND BALANCES**

When you enroll for Internet Banking we will link all of your Eligible Accounts to one Access ID. Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Business Day Cutoff time to be effective the same Business Day.

The balances within the Service are updated as transaction processing occurs and the Service will display the most current balance available. There may be situations that cause a delay in an update of your balances. The Service will use the most current balance available at the time of a transaction as the basis for our approval for account transfers.

### **CANCELING OR CHANGING TRANSFERS**

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us through the Service; however, you can edit or change a transfer that is still "pending".

In order to cancel or change a pending transfer that has not been submitted to us for processing, use the following procedures:

1. Log in and make edits to the appropriate transaction.
2. Edits must be made before 4:00 PM Monday through Wednesday, and 5:00PM Thursday and Friday for transactions to be processed on the same Business Day
3. You may edit a pre-scheduled (future-dated /automatic) transaction anytime before 4:00 PM Monday through Wednesday, and 5:00PM Thursday and Friday on the Business Day before the scheduled transfer or payment date.
4. For transfers, you can change the transfer amount to \$0.00, or
5. If you accidentally transfer funds, you can schedule another transfer to move funds to back to the original account.

For assistance, you can send us a secure e-mail through the Service or call our Electronic Services Department at (203) 288-1695.

If you need our assistance on making edits to automatic/future dated transfers; you can send us a secure email through the Service; however, we must receive your request three (3) Business Days or more before the transaction is scheduled for processing.

### **TRANSFERS**

You may use the Service to check the balance of your Eligible Account (s) and to transfer funds among your Eligible Accounts at this Financial Institution. You must have sufficient funds in your account to cover the amount of any online transfers or the transaction may not be processed.

## **PRIVACY**

We understand how important privacy is to our members. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. Our Privacy Notice is incorporated by reference into this Agreement. You should read this Privacy Notice, available on our website ([www.crosspointfcu.org](http://www.crosspointfcu.org)) before completing the enrollment process for the Service.

In order to protect your privacy, we will not disclose any information about you or your account to any person, organization or agency except:

- A. Where it is necessary for completing transfers you initiated or authorized.
- B. Where it is necessary for activating additional services.
- C. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- D. In order to comply with government agency or court orders.
- E. To Credit Union subsidiaries and companies that assist us in providing services to you and who have contractually agreed to protect the confidentiality of our members' information.
- F. If you give us written permission.

## **INTERNET SECURITY**

The Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the Service, our Electronic Services Department will verify your identity and authorization against information associated with the Eligible Account (s) that you request to be linked to the Service.

You agree not to give or make available your CFCU Internet Banking PIN to any unauthorized individual. You are responsible for all payments you authorize using the Service. IF YOU OR YOUR AUTHORIZED USERS PERMIT OTHER PERSONS TO USE YOUR INTERNET BANKING PIN, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ALL TRANSACTIONS THEY PERFORM OR AUTHORIZE. Because your PIN is used to access your accounts, you should treat it as you would any other sensitive personal data.

- You should carefully select a PIN that is hard to guess.
- You should not use words based on your name, address or other personal information.
- Special characters may be used to increase security.
- Do NOT use dictionary words.
- Keep your PIN safe; memorize your PIN and do NOT write it down.
- You should also change your PIN occasionally, such as every 90 days.
- If you believe that your PIN has been compromised or stolen, you should change it immediately by clicking the "PIN Change" button on the "Customer Service" menu.

If you believe someone may attempt to or has transferred money from your account by accessing your account without your permission, you must notify Crosspoint Federal Credit Union by calling our Electronic Services Department during normal Business Hours at (203) 288-1695. We will require that you send us a written statement detailing the unauthorized transaction(s).

NEITHER THIS INSTITUTION NOR ITS SERVICE PROVIDERS WILL CONTACT YOU VIA TELEPHONE OR EMAIL REQUESTING PERSONAL INFORMATION, YOUR ACCESS ID, OR YOUR PIN. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS INFORMATION, PLEASE CONTACT US IMMEDIATELY.

## **ENCRYPTION**

The Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Internet Banking. Your browser automatically activates this technology when it attempts to connect to our Service. The Service requires a browser that supports 128-bit encryption. The Service will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this *secure session* by changing the appearance of a small icon of a padlock at the bottom of the screen from "open" to "locked". What this means to you is that your communications are scrambled from your

browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

#### **CERTIFICATE AUTHORITY**

The servers hosting the Service have been certified by a Certificate of Authority to assure you that you are actually talking to the Service instead of someone pretending to be us. If you are using an older browser, such as anything prior to versions 4.0 on Netscape Navigator or Internet Explorer, you will see that the Certificate Authorities key may have expired; you will need to update your browser. Instructions for upgrading your browser are located on the Browser SSL Update link, which is located on the Service login page. By clicking on the lock within the Service, you can view the certificate to ensure it's valid.

#### **COOKIES**

During your use of the Service, our Internet banking Service Provider will pass an encrypted *cookie* to your computer in order to identify your computer during the session. This cookie enables us to process multiple transactions during the session without having to provide an Access ID and PIN for each individual transaction. Users must accept this cookie to use the Service. This cookie does not contain any personal information; it simply provides another level of security for our Internet banking product. The cookie is stored on your computer's hard-drive, identifying your computer while you are logged on. When you log off, close your browser, or turn off your machine, the cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account.

#### **ADDITIONAL SECURITY GUIDELINES**

- All Authorized Users should sign-off after every Service session; however, online sessions will automatically end after ten (10) minutes of inactivity. This to protect you in case you accidentally leave your computer unattended after you log-in.
- The security of public computers (e.g. in a library, or Internet cafe) cannot be assured; therefore we recommend that you refrain from accessing the Service on a public computer.
- Routinely scan your computer, servers, and electronic media using a reliable virus detection product. Undetected or un-repaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit a virus to other computers.
- Use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- Periodically update your computer operating system and browser for critical security related patches. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service.
- In addition to the security features described above, there may be other security related notices posted on our website or the Service from time-to-time. *It is your responsibility to read all security notices.*

#### **DOCUMENTATION AND VERIFICATION OF PAYMENTS AND TRANSFERS**

Information regarding Internet Banking transactions will be reflected on the account detail in the Service and in your regular monthly account statement(s).

#### **PROVISIONS APPLICABLE ONLY TO CONSUMER AND SOLE PROPRIETOR DEPOSIT ACCOUNTS**

##### **A. ERRORS AND QUESTIONS**

In case of errors or questions about your payments contact us as soon as possible. You may contact us by phone at (203) 288-1695 during member service hours or write to us at Crosspoint FCU, 105 Sanford Street, Hamden, CT 06514.

If you think your statement is wrong or if you need more information about a transaction on your statement, we must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared. A statement is considered to be sent when it is first made available. Please provide us with the following information:

1. Your name and account number and the dollar amount of the suspected error.

2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. 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. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. 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. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

For errors regarding electronic transactions on new consumer accounts, we may take up to 90 days to investigate your complaint or question. We may take up to 20 Business Days to credit a new account for the amount you think is in error.

If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

## **B. CONSUMER LIABILITY FOR UNAUTHORIZED TRANSFERS**

Tell us **AT ONCE** if you believe your Access ID or PIN has been lost or stolen. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit if applicable).

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00.

If your monthly account statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

## **ADDITIONAL PROVISIONS APPLICABLE ONLY TO BUSINESS CUSTOMERS**

### **A. PROTECTING YOUR ACCOUNT**

The Service will allow a Business Customer to establish only one (1) Access ID and PIN for an account. Business Customer(s) will be solely responsible for determining Authorized Users of this Access ID. Business Customer represents and warrants that its Authorized Users have the appropriate authority to initiate transfers and Bill Payments through the Service.

Business Customer authorizes this institution and its Service Providers to act upon, and you agree to be bound by, any transaction, whether or not authorized, that is initiated with your Access ID and PIN. Furthermore, any instructions, directions, or other information provided by the Business Customer, or any of its Authorized Users, will be deemed to have been authorized by the Business Customer. This Financial Institution and its Service Providers will not be responsible for verifying the identity or authenticity of any person claiming to be an Authorized User of the Business Customer.

Business Customer assumes any and all liability arising from the use or misuse of the Service or company accounts by its Authorized Users. Business Customer agrees to indemnify and hold harmless this Financial Institution and its Service Providers for any liability and damages resulting from our acting upon any direction, instruction, or information that is initiated with your Access ID and PIN.

You agree that we may send notices and other communications, including emails, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that the Financial Institution and/or its Service Providers will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. In addition, you agree to

- Require all authorized users to keep the PIN secure and strictly confidential;
- Immediately notify us and select a new PIN if you or your Authorized Users believe your PIN may have become known to an unauthorized person.

We may disable your PIN even without receiving such notice from you, if we suspect the PIN is being used in an unauthorized or fraudulent manner.

Business Customers shall be solely responsible for the development and implementation of all commercially reasonable procedures to control access to their computer systems and to protect any data files stored thereon. Business Customers shall be solely responsible for all appropriate and commercially reasonable, physical, logical, and network security systems and devices to protect the security of data files maintained on computer(s) used to access the Service as well as the protection against unauthorized access to business computers, and/or networks used to access the Service. Business Customers shall be solely responsible for any and all losses and damages arising from any authorized or unauthorized access to the Service.

This Financial Institution and its Service Providers shall have no obligation, liability or control, either directly or indirectly concerning the Business Customers' selection of security systems or devices for the protection of any data files or computers used to access the Services or over Business Customer's development or implementation of security procedures or the failure of Business Customer to maintain said procedures.

#### **B. COMMERCIALY REASONABLE SECURITY PROCEDURES OF THE SERVICE**

When you accept this Agreement and use the Service, you acknowledge and agree that the Service includes security measures which are commercially reasonable. You agree to be bound by our security procedures and instructions, which may be periodically updated. You agree to review and implement all security procedures available in connection with the Service, including procedures to protect the confidentiality of your Access ID and PIN and the same for your authorized users. You agree to notify this Financial Institution in the event that your use of the Service would necessitate or be better served by a level of security that exceeds that offered by the Service. If you fail to notify this Financial Institution, you acknowledge and agree that the security aspects of the Service are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

#### **C. ERRORS AND QUESTIONS**

In case of errors or questions about your transactions, you should notify us as soon as possible through one of the following methods:

- Telephone us at (203) 288-1695 during member service hours;
- Write to us at: Crosspoint FCU, 105 Sanford Street, Hamden, CT, 06514

#### **D. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

You must notify us of errors, discrepancies, or possible unauthorized payments as soon as possible upon learning of the discrepancy. If you fail to notify us within sixty (60) days after you have received notice of an unauthorized or erroneous transfer or Bill Payment, Crosspoint FCU will not owe you any interest on the amount in question, even if we are otherwise liable to you in connection with the transaction.

Crosspoint FCU and its Service Providers shall have no liability to you for any unauthorized payment or transfer made using your PIN that occurs before you have notified us of any possible unauthorized use and we have had a reasonable opportunity to act upon that notice.

If you fail to notify us of any discrepancy within one (1) year, you shall be precluded from asserting any such discrepancy against us.

#### **E. LIMITATION OF INSTITUTION LIABILITY**



This Financial Institution and its Service Providers will be deemed to have exercised all due care and to have acted reasonably if we act in accordance with the terms of this Agreement and will be liable for loss sustained by you only to the extent such loss is caused by our misconduct. This Financial Institution and its Service Providers will have no liability for any loss or damage:

- Related to the dishonesty of the Business Customer's employees, officers, agents or authorized users;
- Resulting from any receiving Financial Institution's failure to accept any payment or funds transfer request;
- Resulting from any delay in the performance of this Agreement, which is caused by an act of God, fire or other casualty, electrical or computer failure, delays or failure to act by any carrier, medium or agent operating between Crosspoint FCU and third parties, or any other condition outside of our control.

If this Financial Institution and/or its Service Providers fail or delay in making a transfer or Bill Payment pursuant to your instruction, or if we make a transfer or payment in an erroneous amount which is less than the amount per your instruction, unless otherwise required by law our liability shall be limited to interest on the amount which we failed to timely pay, calculated from the date on which the payment was to be made until the date it was actually made or you canceled the instruction.

We may pay such interest either to you or the intended recipient of the payment, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment in an erroneous amount which exceeds the amount per your Payment Instruction, or if we permit an unauthorized payment after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid, plus interest thereon from the date of the payment to the date of the refund, but in no event to exceed sixty (60) days interest.

If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district nearest to Crosspoint FCU for each day interest is due, computed on the basis of a three hundred sixty (360) day year.

No third party will have rights or claims against Crosspoint FCU and its Service Providers under this Agreement. The terms of this section will survive termination of this Agreement.

#### **F. INDEMNIFICATION**

Business Customer(s) and its Authorized Users will defend, indemnify and hold harmless Crosspoint FCU and its Service Providers against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by Crosspoint FCU through the Service, (ii) any breach of the provisions of this Agreement (iii) any request for stop payment; (iv) any dispute between you and any third party in connection with the use of the Service; and (v) any and all actions, suits, proceeding, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this section will survive termination of this Agreement.

#### **ALTERATIONS AND AMENDMENTS**

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such event, we will provide notice to you. Any use of the Service after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

#### **ELECTRONIC DISCLOSURES**

We may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other disclosures may include: monthly account statements, deposit account disclosures, notices regarding changes in account terms and fees, and privacy notices.

WITH YOUR ACCEPTANCE BELOW, YOU AGREE TO ACCEPT THIS AGREEMENT AND OTHER INTERNET BANKING RELATED DISCLOSURES IN AN ELECTRONIC FORMAT. YOU ALSO AGREE AND REPRESENT THAT YOU HAVE THE NECESSARY EQUIPMENT FOR ACCESSING THE SERVICE AND FOR VIEWING ELECTRONIC DISCLOSURES.

You may change the method of delivery at any time (e.g., from electronic format to paper format) by contacting us through one of the following methods:

- Telephone us at (203) 288-1695 during member service hours;
- Or send us an email at [generalinfo@wffcu.org](mailto:generalinfo@wffcu.org)

In addition, you can request paper copies of documents through the Service free of charge. Additional fees for paper copies of account statements may be imposed depending on the type of account you have and/or the reason and frequency of your requests for paper copies.

You should print or save a copy of all disclosures delivered electronically.

#### **ADDRESS, E-MAIL, OR PAYMENT ACCOUNT CHANGES**

When you enroll in the Service, we may send you a "Welcome" e-mail. We also may send you e-mails and/or secure messages through the Service regarding important Internet Banking and Bill Payment matters and/or changes to this Agreement. You must provide us your current e-mail address in order for us to deliver this information to you.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made by selecting "Update Contact Information" under the "Customer Service" menu or by contacting our Electronic Services Department at (203) 288-1695.

#### **TERMINATION OF SERVICE**

In the event that you wish to cancel the Service, please contact our Internet Banking department or send us a secure email through the Service.

Any Bill Payment(s) the Service has already processed before the requested cancellation date will be completed by the service. All scheduled Bill Payments including automatic payments, will not be processed once the Service is cancelled. You will remain responsible for any fees associated with the Service prior to the effective cancellation date.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be cancelled in whole or part without notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account is closed or restricted for any reason, or if there has not been any Internet Banking or Bill Payment activity for a period of three (3) consecutive months, accessibility will automatically terminate.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must call our Electronic Services Department at (203) 288-1695.

#### **EXCLUSIONS OF WARRANTIES AND LIMITATION OF DAMAGES**

The Service and related documentation are provided "as is", "as available" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

Notwithstanding our efforts to ensure that the Service is secure, we cannot and do not warrant that all data transfers via the Service will be free from monitoring or access by others.

You are solely responsible for the maintenance, installations, and operation of your computer. Neither this Financial Institution nor its Service Providers shall be responsible for any delays, errors, deletions, or failures that occur as a result of any malfunction of your computer or software.

The foregoing shall constitute Crosspoint FCU and its service provider's entire liability and your exclusive remedy. In no event shall Crosspoint FCU or its Service Providers be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits or attorneys fees (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of the equipment, software, and/or your use of the Service.

#### **ASSIGNMENT**

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

#### **NO WAIVER**

This Financial Institution and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

#### **CAPTIONS**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

#### **DISPUTES**

In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what the employees of this Financial Institution and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

#### **OWNERSHIP OF MATERIAL**

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by Crosspoint FCU and/or its Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

#### **GOVERNING LAW AND RELATION TO OTHER AGREEMENTS**

Accounts and services provided by this Financial Institution may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Connecticut, without regard to its conflicts of laws provisions; provided, however, that any dispute solely between you and our Internet Banking Service Provider shall be governed by and construed in accordance with the laws of the State of Tennessee.

#### **ACCOUNT RULES AND REGULATIONS**

You are responsible for complying with all terms of this Agreement and Disclosure and the regulations governing the Eligible Account(s) which you access using Internet Banking, as set forth in CFCU's account disclosure brochure, "Important Account Information for Our Members." You have previously received a copy of this brochure, which is also available at any of our branches.

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**PROCEED WITH ENROLLMENT FOR THE SERVICE**

By clicking on the "I Accept" button below you represent that you are the owner of an Eligible Account to be enrolled in the Service and/or have been authorized by the owner to enroll for the Service. Clicking on the "I Accept" button also indicates your acceptance of the terms and conditions of this Agreement in this electronic format.

If you click "I Decline" you can still enroll at a later time by completing an application in one of our offices. You will still be asked to accept the terms and conditions of this Agreement.