

**CANYON STATE CREDIT UNION**  
**Canyon State Online**  
**Agreement and Electronic Funds Transfer Disclosure**

**INTRODUCTION:** This Agreement and Disclosure specifically governs the Canyon State Credit Union Online (Canyon State Online) electronic funds transfer service, and contains your and our rights and responsibilities and the terms and conditions under which this service is provided. **Please read this Agreement and Disclosure carefully.**

**DEFINITIONS:** In this Agreement and Disclosure, the words "you", "your" and "yours" mean each and every one of you who utilizes the Canyon State Online service. The words "we", "us", "our", and "Credit Union" each mean Canyon State Credit Union. The words "mobile device" mean a supportable mobile device including a cellular phone or other mobile device that is capable of receiving text messages and/or is web-enabled and allows secure SSL traffic.

**ACKNOWLEDGEMENT AND AGREEMENT:** By initiating the use of the Canyon State Online service, or by permitting another to use Canyon State Online on your behalf, you acknowledge receipt of this Agreement and Disclosure. You agree to be bound by all terms and conditions contained herein, and acknowledge these are in addition to the terms and conditions in our other agreements found in the Accounts and Services of Canyon State Membership Agreement. You further agree to follow all instructions provided by Canyon State Online as reflected on your computer monitor, mobile device or other system access screen. You further agree to abide by any terms or conditions which may be added because of future enhancements to Canyon State Online or Electronic Statement Services.

You specifically acknowledge and agree that Canyon State may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of our transactions, or notice of the availability of any of the foregoing with you or on your behalf electronically (hereafter all such documentation is referred to as "electronic records"). For instance, if you apply for a new service on our Web site, all agreements and disclosures may be made available to you electronically. It is your responsibility to download or print electronic records to review them and keep them in a convenient place. You acknowledge that your periodic statements will no longer be printed and mailed to you effective with the next statement processing cycle.

An e-mail notification will be sent to you when your statement is available for viewing. This notification will be sent to the e-mail address you have provided and we have on file in the Canyon State Online system. You agree to notify the credit union of any change in e-mail address at least three (3) business days prior to the last business day of the month to give us time to affect the change. Failure to do so may result in a delay or lack of delivery of your statement notification for the given period. To change your e-mail address, utilize the User Options feature in Canyon State Online.

You understand that you have no expectation of privacy if electronic records are

transmitted to an e-mail address owned by your employer or any other persons that are not owners, borrowers, authorized users, or otherwise. You further agree to release the credit union from any liability if the information is intercepted or viewed by an unauthorized party at the email address you provide.

You have a right to receive a paper copy of any electronic records if applicable law specifically requires us to do so. Also, you may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records, write to us at the following address: **Canyon State Credit Union, 3440 W. Deer Valley Rd., Phoenix, AZ 85027.**

For purposes of this section, the words User ID shall also mean Canyon State Online login. You are required to select a User ID and Password for use with the Canyon State Online service. The Password is required for security purposes in connection with the authentication of transfers and payments you initiate through the Canyon State Online service. You acknowledge your User ID and Password are confidential and should NOT be disclosed to others or recorded on documentation or records located on or around your personal computer (PC). You are responsible for the proper safekeeping of your User ID and Password. You agree not to disclose or otherwise make your User ID or Password available to anyone not authorized to access your accounts. If you authorize anyone to use your User ID and Password, such authority shall continue until you specifically revoke the same by changing the Password. You understand that if you reveal your User ID and Password to anyone, you have authorized that individual to transfer and withdraw funds from any of your accounts which can be accessed by the User ID and Password, regardless of whether that person is authorized to transfer or withdraw funds from the account(s) by any means other than by use of Canyon State Online. If you fail to maintain security of your User ID and Password and the Credit Union suffers a loss, we reserve the right to terminate your Canyon State Online services under this Agreement and Disclosure as well as other Credit Union deposit and loan services. The Credit Union will not be responsible for any losses you suffer due to your failure to maintain the security of your User ID and Password. Users of the Canyon State Online service should utilize such other Password protection precautions as may be appropriate under any particular set of circumstances to ensure proper security over system access and access to account and transaction information and funds transfer capabilities. This should include, but is not limited to, installing security software (anti-virus, anti-spyware, etc.) to safeguard your PC and mobile devices from viruses, malware, or other threats to the security of the PC or device. Canyon State Online provides the capability for you to change your Password. To help safeguard your security, you should change your Password frequently.

If your system access is disabled due to the use of an incorrect Password, you must contact a Credit Union representative to have a temporary Password issued to you. You authorize Canyon State to reset your Password as requested by any joint owner listed on your account. Contact the Credit Union at (623) 580-6000, or (800) 224-3330 (Outside Maricopa County.)

You agree to take every precaution to ensure the safety, security, and integrity of your

account and transactions when using Canyon State Online. You agree not to leave your device unattended while logged into Canyon State Online and to log off immediately at the completion of each access by you. If you permit other persons to use your device, login information, or other means to access Canyon State Online, you are responsible for any transactions and we will not be liable for any resulting damages. We make no representation that any content or use of Canyon State Online is available for use in locations outside of the United States. Accessing Canyon State Online from locations outside the United States is at your own risk.

You understand that agreements with any affiliated service providers, including, but not limited to, your mobile service provider, may provide for fees, limitations, and restrictions which might impact your use of Canyon State Online, such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or with Canyon State Online. You agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

#### **Change of Mailing Address, Email Address, and Other Information**

You agree to notify us immediately of any change in your mailing address, email address, or other particulars relevant to your accounts with us. Please note that you must provide us with an email address in order to receive electronic Communications. You understand that if your email address is incorrect and the email reminder is sent back to us as undeliverable, Canyon State Credit Union reserves the right to remove your access to the electronic Communications and documents.

**EQUIPMENT AND SOFTWARE REQUIREMENTS:** To use the Canyon State Online and Electronic Statement services, you must use a PC, mobile device or other device with the capacity to interface by modem or otherwise with the Credit Union's or our agent's system. The Credit Union is not responsible for providing any equipment, services or advice related to equipment necessary to interface with our system, and is not responsible for any error in connections, transmissions or otherwise regarding any system, software, entries or instructions.

It is your responsibility to provide and maintain the proper equipment and software that will enable you to retrieve, display, print, and store these statements for your records. You understand that electronic Communications will be provided as Internet web pages (gif) or image documents (PDF requiring Adobe Reader at software and 5 MB hard disk space). The minimum hardware is a PC with 274MB memory, 34MB hard disk space (for the browser), a 14.4 modem, a VGA or high-resolution monitor, and an attached printer capable of printing gif or PDF documents. The minimum software is Windows 95 and the

following minimum browser with cookies enabled: Internet Explorer 7.0. Each electronic communication may require 64 Kb or more of disk storage.

**SERVICES:** Except as otherwise provided for herein, using your PC, mobile device or other device, and your User ID and Password you can access your Credit Union accounts, periodic statements, and process transactions. Specifically, the following features are available from Canyon State Online:

- Inquire and download account balance and transaction history information on your savings, checking, certificates, home equity line of credit, and other loan accounts.
- Transfer available funds between your savings and checking accounts;
- View current and past periodic account statements (statements are available for viewing beginning with the month of your enrollment and each month thereafter, up to 12 months);
- Make payments to your Canyon State credit card, line of credit, home equity line of credit and other loans;
- Obtain cash advances from your Canyon State line of credit, and home equity line of credit accounts, and transfer the funds to your other accounts;
- Establish e-mail or text notifications when your account reaches or drops below a balance that you designate;
- Generate bill payments electronically through the Canyon State Bill Pay Service feature of Canyon State Online. **(You must specifically apply for the Bill Pay Service. Refer to the Canyon State Bill Pay Service Agreement for further information, including terms and conditions.)**

In addition, you can:

- E-mail Us - E-mail questions and comments to us regarding the Canyon State Online service.
- Customize - Change your password, session time-out, and your e-mail address registered with us.
  - Obtain Help - Help provides additional information about how to use the Canyon State Online service.

Not all access methods, such as mobile devices, provide for the use of all services as provided above. You agree to accept responsibility for learning how to use Canyon State Online in accordance with the applicable instructions and agree that you will contact us directly if you have any problems with the instructions. We may modify the services and features from time to time at our sole discretion. In the event of any modifications, you are responsible for ensuring an understanding of how to use Canyon State Online as modified. You also accept responsibility for making sure that you know how to properly use your

device and we will not be liable to you for any losses caused by your failure to properly use the service, features, or your device.

**BUSINESS AND PROCESSING DAYS:** Canyon State Online and Electronic Statements are available 24 hours a day, seven days a week, except when unavailable for maintenance or as otherwise indicated in the paragraph titled "System Unavailability". Our business days are Monday through Friday, excluding holidays. The Business Day Cut-off time is **5:00 p.m.** Mountain Time, after which transactions may reflect an effective date of the calendar day you initiated the transaction, but a posting date of the next business day. For example, transactions initiated by you each business day before 5:00 p.m. are processed with that calendar day's date. Transactions initiated after 5:00 p.m. may reflect a posting date (transaction date) of the next business day, but will reflect the date of the calendar day on which you initiated the transaction as the effective date for purposes of dividend accrual and finance charge calculation. Similarly, transactions that you initiate on non-business days (Saturday, Sunday and Holidays) are effective dated the date the transaction was initiated by you, but may reflect a posting date of the next business day. Dividends on accounts and finance charges on loans will be calculated utilizing the effective date of the transaction.

**SYSTEM UNAVAILABILITY:** Access to Canyon State Online may be unavailable at times for the following reasons: (1) Scheduled Maintenance - There will be necessary periods when systems require maintenance or upgrades; (2) Unscheduled Maintenance - Canyon State Online may be unavailable when unforeseen maintenance is necessary; (3) System Outages - Major unforeseen events, such as, but not limited to, earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, may cause system unavailability; (4) Internet Service Provider - Failure by or unavailability of an Internet Service Provider. We will make all reasonable efforts to ensure the availability of Canyon State Online, however, we are in no way liable for system unavailability or any consequential damages that may result; or, (5) Data Processing: The service may be interrupted for a short time daily for data processing purposes.

**LIMITS ON TRANSFERS, WITHDRAWALS AND TRANSACTIONS:** There are no limits on the number or value of transactions you may initiate through Canyon State Online except as stated below, provided collected funds are available in your account or sufficient credit is available on your line of credit. You cannot initiate transfers using Canyon State Online to or from Share Certificate, IRA accounts, or any restricted accounts. We reserve the right to limit the frequency and dollar amount of any transactions at any time for security reasons. Please see the Bill Pay Service Agreement for limitations placed on payments made through the Bill Pay service.

Pursuant to Federal Regulation D, during any calendar month, you may not make more than six (6) withdrawals or transfers from your savings or money market accounts to another Credit Union account of yours or to a third party by means of a preauthorized, automatic transfer, telephonic, home banking, or audio response transfer, or facsimile order or instruction. A preauthorized transfer includes any arrangement with us to pay a

third party from your account upon oral or written orders including orders received through ACH. Transfers to make payments on your loans at the Credit Union and withdrawals by check made payable to you are excluded from this limitation. If you exceed the transfer limit in any statement period, we may reverse or refuse to make the transfer, and your account may be subject to closure and an excessive withdrawal fee charged as stated in the Rate and Fee Schedule.

**FINANCE CHARGES ON LOAN TRANSFERS:** Each transfer made from your Canyon State line of credit account, home equity line of credit account, or any other revolving line of credit account you may have with us, is considered a cash advance. Finance charges begin to accrue from the effective date of each loan transfer in accordance with the terms of your credit agreement(s).

**FUNDS AVAILABILITY AND ACCRUAL OF DIVIDENDS:** Funds from electronic funds transfer credits/deposits will be available on the effective date of the transfer in accordance with our "Funds Availability Policy." Dividends begin to accrue on the effective date of the transfer.

**CREDIT UNION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS:** 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 may be liable for your losses and damages. However, there are some exceptions. We will NOT be liable, for example, if: (1) Through no fault of ours, you do not have enough available funds in your account to make the transfer; (2) The transfer would exceed any permitted overdraft line you have with us; (3) Circumstances beyond our control (such as fire, flood, power failure, labor dispute, computer breakdown, telephone line disruption or a natural disaster) prevent or delay the transfer despite reasonable precaution taken by us; (4) The funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal; (5) The Password or transaction information or other information you have provided is incorrect, incomplete, ambiguous or untimely; (6) The system was not working properly and you knew about the breakdown when you started the transfer; or (7) You are in default on an account to which you are attempting a transfer. (There may be other exceptions stated in our agreement with you.)

In addition, the Credit Union will also have no liability whatsoever for failure to complete a payment or transfer you initiate or attempt to initiate through Canyon State Online under any of the following circumstances: (1) If you did not properly follow software or Canyon State Online instructions on how to make the transfer or payment; (2) If you did not give the Credit Union complete, correct and current instructions or information to process your transaction request; (3) If you did not authorize a payment soon enough for the payment to be made, transmitted, received and credited by the payee/vendor; (4) If the Credit Union made a timely payment but the payee/vendor did not promptly credit your payment after receipt; (5) If your PC, software or mobile device malfunctioned for any reason; (6) If the transfer or payment could not be completed due to system unavailability or a telecommunication or Internet Service Provider service failure; or (7) We blocked the transfer to protect the integrity or security of the system.

**YOUR RESPONSIBILITY AND LIABILITY FOR UNAUTHORIZED TRANSFERS:** You are responsible for all transfers and payments you initiate and authorize using Canyon State Online. If you permit other persons to use Canyon State Online and your User ID and Password, you are responsible for any transactions they authorize from any of your accounts. Notify us IMMEDIATELY if you believe that your User ID and Password has been lost or stolen or that someone has used it or may use it to access your accounts and transfer money without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus any available credit on your line(s) of credit. **The Credit Union Telephone Number is: (623) 580-6000 or (800) 224-3330 (Outside Maricopa County.) Our Address is: Canyon State Credit Union, 3440 W. Deer Valley Rd., Phoenix, AZ 85027.**

If you notify us within two (2) business days after learning or suspecting that your Password was lost, stolen, or used by someone without your permission, you can lose no more than \$50.00. If you do NOT notify us within two (2) business days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password without your permission had you told us, you could lose as much as \$500.00. Also, if your statement shows transfers or payments that you did not make, tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have prevented someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS**

**TRANSFERS OR ELECTRONIC STATEMENT:** Call us at (623) 580-6000 or (800) 224-3330 (Outside Maricopa County). or write us at Canyon State Credit Union, 3440 W. Deer Valley Rd., Phoenix, AZ 85027, as soon as you can. If you think your statement is wrong (or shows transactions that you did not authorize) or if you need more information about a transaction, we must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- 1) Tell us your name and account number.**
- 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.**
- 3) Tell us the dollar amount of the suspected error and the date it occurred.**

If you notify us verbally, we may require you to 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. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. 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 request in writing and we do not receive it within ten (10) business days, we may not re-credit your account. If we determine there was no error, we will send you written explanation within three (3) business days after we complete our investigation. You may ask for copies of the documents that we used in our investigation and which we relied upon to conclude that the error did not occur (to the extent possible without violating any other member's right to privacy).

**RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS:** Your completed Canyon State Online transactions will appear on your periodic statements. You will get a monthly statement on the electronic funds transfer activity on your accounts unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly. Be sure to review and verify all statement information thoroughly. You may also obtain information on transfers and payments by inquiry of your transactional account history using Canyon State Online.

**FEES AND CHARGES:** There are currently no maintenance fees for the Canyon State Online, Bill Pay, or E-Statement services or the termination thereof. However, there may be fees for optional services within Canyon State online or Bill Pay as disclosed in our Fee Schedule. The Credit Union reserves the right to impose fees or to change any fee structure with or without notice as required by law. You are solely responsible for the payment of any Internet Service Provider and telephone and utility company charges incurred in connection with accessing any of these services.

**ACCOUNT TRANSACTION HISTORY:** Each time you inquire and download account transactional information, you will receive information for at least the last 60 calendar days. This means that you may need to download transactional information at least once every 60 days if you wish to have all of your account information on your personal computer.

**RIGHT TO STOP PAYMENT ON ELECTRONIC TRANSFERS:** A Stop Payment order **cannot** be placed once a Canyon State Online transfer has been initiated by you and accepted by the system, or a bill payment transfer has been made and your account has been debited on the scheduled payment date. If you have made a transfer in error, you must reverse the transaction by initiating a correcting transfer. (Note: Transfers cannot be corrected via Canyon State Online when made as transfer/payments to closed-end loan accounts. Contact the Credit Union if you require reversal of these transactions or need additional assistance.) For further information on placing stop payments on bill payment transfers before payment is made, refer to the Canyon State Online Bill Pay Agreement.

**E-MAIL CAPABILITIES AND LIMITATIONS:** The Canyon State Online service includes e-mail capabilities allowing you to send and receive electronic e-mail messages to and from the Credit Union. The Credit Union will not immediately receive and review e-mail messages that you send and will NOT process any request for a funds transfer received via e-mail. Further, the Credit Union may not act upon requests for stop payments, requests for a replacement Password, reports of a lost or stolen Password or unauthorized transactions (refer to "Member's Responsibility and Liability for Unauthorized Transfers" above for appropriate action), reports of lost or stolen ATM or VISA Cards, or on any other



request in which the Credit Union would normally require written notification or your authorizing signature, without first confirming the authenticity of the e-mail request/notification via telephone. In some instances, written confirmation reflecting your authorizing signature may still be required. The Credit Union will not take action based on your e-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. **If your request requires immediate attention**, contact the Credit Union directly at **(623) 580-6000, or (800) 224-3330 (Outside Maricopa County.)**

**DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES:** We will disclose information to third parties about your account or the transfers you make: (a) Where it is necessary for completing transfers; or (b) In order to comply with government agency or court orders; or (c) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (d) If you give us your written permission.

**NOTIFICATION AND CHANGES IN TERMS AND CONDITIONS:** We may change or amend any part of this Agreement and Disclosure at any time, including changes in terms, conditions, and fees, as long as we give you advance notice as required by law. Notification will be sent to you electronically.

**OTHER LIMITATIONS OF LIABILITY:** You are solely responsible for the selection, installation, maintenance, and operation of your personal computer and software. The Credit Union expressly disclaims any and all liability as relates to the improper use of your personal computer and the transmission of data except as provided by statute. The Credit Union is not responsible for any errors or failures due to any malfunction of your personal computer or the software, or unsuitability of your personal computer or software, or any virus, or any problems that may be associated with the use of an on-line service.

**TERMINATION AND AUTOMATIC DEACTIVATION OF SERVICE:** You may terminate your Canyon State Online service at any time by providing written notice to the Credit Union requesting that your User ID be terminated and immediately discontinuing use of the service. Upon receipt of this written request, we will resume printing and mailing your periodic statements. You are solely responsible for notifying any participating merchants (when applicable) that you have terminated your bill payment transfer capabilities.

If you do not utilize the Canyon State Online Service (by not logging on to the service) for a three-consecutive-month period, your User ID will expire. If this occurs and you wish to reactivate your Canyon State Online service, you must contact the Credit Union by telephone or in person. We reserve the right to require written reapplication before we reactivate your Canyon State Online system access.

The Credit Union may also terminate the Canyon State Online service and this Agreement and Disclosure at any time by giving you advance notification, either orally or in writing. Whether you or the Credit Union terminates your Canyon State Online service and this Agreement and Disclosure, the termination shall not affect your obligations under this Agreement and Disclosure for any transfers or payments made prior to termination.

**ENFORCEMENT:** You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce this Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Arizona law, to payment by the other party of its reasonable attorneys' 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 may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable, and any such modification shall not affect any other provision of this Agreement.

**GOVERNING LAW:** This Agreement is made in Arizona and shall be governed by the laws of the State of Arizona to the extent that Arizona Law is not inconsistent with controlling Federal Law.