



**NCCU CUCALL ONLINE SERVICE
AGREEMENT**



CURRENT DATE: _____

ACCOUNT NUMBER: _____

MEMBER'S NAME: _____

ADDRESS: _____

This Agreement, establishes the rules that cover your electronic access to your accounts at National Co-operative Credit Union Ltd. (NCCU) through NCCU CuCall telephone service. By using NCCU CuCall telephone service, you accept all the terms and conditions of this Agreement.

The terms and conditions of the deposit agreements and disclosures for each of your NCCU accounts as well as your other agreements with NCCU, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

Any waiver (expressed or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other subsequent default or breach. You may not assign this Agreement to any person.

This Agreement is binding upon your heirs and NCCU successors and assignees. Your rights under certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement constitutes the entire agreement between you and NCCU with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

NCCU CuCall telephone Service can be used to access only the NCCU accounts which you have been designated as an account owner. We undertake no obligation to monitor transactions through NCCU CuCall telephone service to determine that they are made on behalf of the accountholder.

NCCU CuCall telephone Service- you can use NCCU CuCall telephone service to check the balance of your NCCU accounts, view NCCU account histories, transfer funds between your NCCU accounts and view statements.

HOURS OF ACCESS- You can use NCCU CuCall telephone service seven days a week, twenty four hours a day, although some or all NCCU CuCall telephone service may not be available occasionally due to emergency of NCCU scheduled system maintenance or telephone interruption by the telecommunications provider.

YOUR ACCESS CODE- For security purposes, you are required to change your password upon your initial login to NCCU CuCall telephone service. You determine what password you will use and the identity of your access code should not be communicated to us. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly.

We recommend that you create a password that utilizes both upper and lower case and or alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as Social Security numbers, address, and date of birth, names of children, and should be memorized rather than written down.

SECURITY- Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via NCCU CuCall telephone service is encrypted in an effort to provide transmission security and NCCU CuCall telephone service utilized identification technology to verify that the sender and receiver of NCCU CuCall telephone service transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the NCCU CuCall telephone service system is secure, you acknowledge that the telephone is

inherently insecure and that all data transfers, occur openly on the telephone and potentially can be monitored others. We cannot and do not warrant that al data transfers utilizing NCCU CuCall telephone service, transmitted to and from us, will not be monitored by others.

POSTING OF TRANSFERS- Transfers initiated through NCCU CuCall telephone service on a business day are instantly posted to your account the same day.

LIMITS ON AMOUNTS AND FREQUENCY OF TRANSACTIONS- if a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

PERIODIC STATEMENTS – You will not receive a separate NCCU CuCall telephone service statement. Transfers to and from your accounts using NCCU CuCall telephone service will appear on the respective periodic paper/electronic statements for your NCCU accounts.

CHANGE IN TERMS- We may change any term of this Agreement at any time. Your continued use of any subject NCCU CuCall telephone service indicates your acceptance of the change in terms.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY- We make no warranty of any kind, express of implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the NCCU CuCall telephone service provided to you under this Agreement. We do not and cannot warrant that NCCU CuCall telephone service will operate with errors, or that any or all NCCU CuCall telephone service will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to NCCU CuCall telephone service; including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on warranty.

YOUR RIGHT TO TERMINATE- You may cancel your NCCU CuCall telephone service at any time by providing us with a written notice by postal mail or fax. Your access to NCCU CuCall telephone service will be suspended within 2 business days of our receipt of your instructions to cancel the service.

OUR RIGHT TO TERMINATE- You agree that we can terminate or limit your access to On-Line Banking Services for any of the following reasons:

- i. If the balance held against your loan is depleted.
- ii. Breach of any provision of this Agreement
- iii. Where a security breach is suspected

Personal Identification-

This is to certify that I personally generated the access code required to access my accounts via the NCCU CuCall telephone service.

I hereby agree to this contract, which establishes the rules that cover your electronic access to your accounts at NCCU through NCCU CuCall telephone service. By using NCCU CuCall telephone service, I accept all the terms and conditions of this Agreement.

SIGNATURE OF MEMBER

DATE EFFECTED

NAME AND SIGNATURE OF ATTENDING OFFICER
APPLICATION VERIFIED BY

CUCALL

Date

Date