



## Partner Colorado Online and Mobile Banking Agreement and Disclosures

This Online and Mobile Banking Agreement and Disclosures (“Agreement”) is the contract which covers your and our rights and responsibilities concerning your use of the Partner Colorado Credit Union Online Banking and Mobile Banking Services (“Services”) and describes the various types of Electronic Funds Transfers (“EFTs”) available to members with Online and/or Mobile Banking. EFTs are electronically initiated transactions through Partner Colorado Online Banking and Bill Payment transactions involving your deposit or loan accounts.

You may use these Services to access your accounts online or on a mobile device. By enrolling and using the Services you are agreeing to be bound to the most recent terms of this Agreement which is a supplement to the Partner Colorado Account Agreement, as well as all other membership agreements and disclosures which govern your accounts, including but not limited to, Partner Colorado’s Remote Deposit Capture Agreement and Electronic Funds Transfer Agreement (collectively, “Membership Agreements”). This means, when you access your deposit account online, the terms and conditions of your Membership Agreements do not change and continue to apply. Accordingly, you should review the Membership Agreements carefully, as they may include transaction limitations and fees which might apply to your use of the Services.

In this Agreement, the words “you” and “yours” mean those who use Partner Colorado Online and Mobile Banking and any other authorized users. “Partner Colorado”, “Credit Union” or “Us” means Partner Colorado Credit Union. The word “account” means any one or more deposit or loan accounts you have with the Credit Union. “Online Banking” means the banking services accessible from the Device through a traditional internet connection at PartnerColoradoCU.org. “Mobile Banking” means the banking services accessible from the Device you have registered with Partner Colorado for Mobile Banking. Partner Colorado does not guarantee that your Device will be compatible with the Services.

### **PARTNER COLORADO ONLINE AND MOBILE BANKING SERVICES**

Upon acknowledging your approval of this Agreement, you may use your personal computer(s) or mobile device(s) (collectively, “Access Devices”) to access your accounts. However, the Credit Union reserves the right to deny access to your account(s) or deny transactions under certain circumstances. You must select a user name and individual password to access your accounts. The Services are accessible seven (7) days a week, 24 hours a day, barring any system outages.

You are responsible for the installation, maintenance and operation of your Access Devices. The Credit Union is not responsible for any errors, interruptions, delays or failures in the Services or your inability to access the Services caused by your Access Devices. We are not responsible for the cost of upgrading your Access Devices to remain current with the Services. We are not responsible for any damage to your Access Devices or the data within.

At the present time, you may use the Partner Colorado Online service to:

- Transfer funds between your accounts and loans or line of credits;
- Transfer funds to accounts of other members you authorize for any of your accounts;
- Review account balances and transaction history of your accounts;
- Review information on your loan account including payoff amounts, due dates, finance charges, interest rate, balance information and past statements;
- Transfer funds between your Partner Colorado accounts and accounts at other financial institutions;
- Initiate bill payments from your checking account using the Bill Payment service;
- Communicate with the Credit Union using instant chat, instant message and email; or
- Transfer funds to another individual or business through the PayPal system.

You may access the Services on a mobile device by using our Mobile Banking application (“Mobile App”). Mobile Banking allows you to access your Partner Colorado account information and conduct other banking transactions. We reserve the right to modify the scope of Services available on our mobile application at any time and you acknowledge and agree that some or all the Services may not be available or accessible or may have limited utility. Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services. To utilize Mobile Banking, you must be enrolled to use Online Banking and then activate your Access Device within the Online Banking system. Depending on your mobile carrier plan, you may be charged an access fee. Please check with your service provider for details on specific fees and charges. Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, Mobile Banking may not be supportable for all Access Devices. Partner Colorado cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier.

We may offer additional Services in the future. Any such added Services will be governed by this Agreement and by any terms and conditions provided to you at the time the new Service is added and/or at the time of your enrollment for the Service, if applicable. From time to time, we may amend the terms of this Agreement, applicable fees, or service charges and modify or cancel the Services without notice, except as may be required by applicable law. Such amendments shall be applicable when they are communicated in any way, including posted on the internet or mailed to you.

Neither Partner Colorado nor any of its subsidiaries, affiliates, or Service Providers represents or warrants the accuracy, adequacy, completeness, timeliness or error-free use of the Services, including but not limited to the information, materials, products and services on its websites or Mobile App. All the Services, websites and all information, materials, products and services provided through websites and Mobile App are provided “As Is” and “As Available” without warranty of any kind, either express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, non-infringement and freedom from a computer virus.

In the event of a system failure or interruption, your data may be lost or destroyed. Any transactions that you initiated, were in the process of completing or completed before a system failure or interruption should be verified by you through means other than the Services to ensure the accuracy and completeness of those transactions. You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transactions so affected.

## **OWNERSHIP**

You represent and agree that you are the legal owner of the Partner Colorado accounts and other financial information which may be accessed via the Services. You represent and agree that all information you provide to us in connection with the Services is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the Services. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Access Devices you use to access the Services.

All content connected with the Services are the exclusive property of Partner Colorado, its licensors, and/or Service Providers and it is protected by trademarks, copyrights and other intellectual property rights. You are permitted to use content delivered to you through the Services only for your personal use. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any technology, including, but not limited to, any software or other content associated with the Services.

## **LIMITATION OF LIABILITY, INDEMNIFICATION AND LOSS**

In no event will Partner Colorado or any of its affiliates, contractors, or their respective officers, directors, employees, consultants, agents, other Service Providers or licensors be liable under any contract, tort, negligence, strict liability or other claim for any direct, indirect, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data or other intangible losses (even if advised of the possibility of such damages) whether caused by or resulting from (i) the use or the inability to use any Services; (ii) any failure of performance, error, omission, interruption, delay in operation or transmission, computer virus, loss of data, theft, destruction or unauthorized access to your information; (iii) errors, inaccuracies, omissions or other defects in

information or content provided by, contained within, or obtained through any Services, or (iv) any other failure, action or omission, and regardless of whether arising under breach of contract, tortious behavior, negligence or under any other theory or cause of action.

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

Unless caused by Partner Colorado's intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless the Credit Union, its affiliates, officers, directors, employees, consultants, agents, contractors, Service Providers, and licensors from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Services; (b) your violation of any law or rights of a third party; (c) any fraud, manipulation or other breach of this Agreement by you; (d) any third-party claim, action or allegation brought against the Credit Union, arising out of or relating to, a dispute with you over the terms and conditions of an agreement or related to the purchase of sale of any goods or services; or (e) your use, or use by a third party, of the Services. The Credit Union reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with the Credit Union in asserting any available defenses. You will not settle any action or claims on the Credit Union's behalf without the prior written consent of the Credit Union.

You acknowledge that your use of an Access Device is susceptible to viruses and other security threats. You are solely responsible for making sure your Access Device(s) are protected from and free of viruses, worms, Trojan horses or other harmful destructive elements which could result in damage to your Access Device or could result in interception of information by a third party. YOU AGREE THAT PARTNER COLORADO SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM ANY DAMAGE CAUSED BY OR RELATED TO YOUR EQUIPMENT, HARDWARE OR SOFTWARE COMPONENTS, INTERNET SERVICES OR THE INTERCEPTION BY A THIRD PARTY OF ANY PERSONAL INFORMATION AND/OR SENSITIVE INFORMATION ACCESSED VIA THE SERVICE.

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. This Agreement shall be governed by, and construed under, the laws of the state of Colorado as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Colorado law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

## **SECURITY**

As a Partner Colorado customer engaging in the Services, you have chosen a personal ID and password which allows you access to the Services. Information you provide in connection with the Services will be stored on secure Partner Colorado servers and protected by advanced encryption techniques. These commercially reasonable security measures are intended to keep your important information secure and to prevent unauthorized access. Effective security; however, is contingent upon your responsible behavior in protecting your account information, personal ID, PIN and password for the Services. Please use maximum caution in protecting such information.

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the Services. You agree not to leave your Access Devices unattended while logged into Mobile Banking or Online Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Access Devices, login information, or other means to access the Services, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

You assume all responsibility for any losses that occur on your account due to negligence such as failing to protect your username and password from unauthorized use. You also agree that Partner Colorado may revoke Internet account access if unauthorized account access and/or transactions occur: (1) as the apparent result of your negligence in safeguarding your username and password; (2) for any violation of the terms of use described herein; (3) for use of the system for illegal activities; or (4) for any other use of the system that, in Partner Colorado's opinion presents an unreasonable risk of damage or loss to Partner Colorado, its members or third parties.

The Credit Union does not maintain a record of your PIN. You must notify the Credit Union IMMEDIATELY if:

- You believe your account information, personal ID, PIN or password has been lost or stolen;
- Someone has attempted to use the Services without your consent;
- Your deposit account(s) or loan account(s) have been accessed;
- Someone has transferred money without your permission; or
- You would like to change, disable or revoke your password.

The best way to minimize your possible loss is to immediately contact Partner Colorado by telephone, although you may advise Partner Colorado in person or in writing. If you inform us within two (2) business days after you learn of unauthorized access to your Account, you can lose no more than \$50.00 from your Account due to such unauthorized access. If you do NOT inform us within (2) business days after you learn of the unauthorized access, and we can prove we could have stopped someone from using your account without your permission had you informed us, you could lose as much as \$500.00 from your Account.

Advise Partner Colorado AT ONCE if your Account statement evidences any electronic funds transfer that you did not make or authorize. If you do not tell us within sixty (60) days after the first statement that reflected the unauthorized transfer was mailed to you, you may not be reimbursed for the unauthorized transfer, provided we can prove that we could have stopped the unauthorized transfer had you informed us in the allotted time.

Partner Colorado reserves the right to extend the above time periods for good cause shown.

In case of errors or questions about your Partner Colorado Online Banking transactions, contact us by: telephone at the phone numbers below; send us an email; or write us at the address set forth below as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and account number.
- Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question ninety (90) calendar days for new account transaction errors, or errors involving transactions initiated outside the United States. If we decide to do this, we will recredit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not recredit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

## THIRD PARTIES

We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated on our website at: [PartnerColoradoCU.org](http://PartnerColoradoCU.org). However, Partner Colorado may disclose information to third parties about your accounts or transfers you made as follows:

- When it is necessary to complete the transfers;
- In order to verify the existence and conditions of your account for a third party, such as a credit bureau or merchant;
- In order to comply with a government agency or court orders; or
- If you give us written permission.

Partner Colorado websites and Services may contain links to other websites, merchandise and services provided, owned or operated by third parties. The Credit Union provides these links as a service to you. The linked sites are not under the control of the Credit Union, or its affiliates or subsidiaries, and is not responsible for their availability or their content, products, services advertising or other materials available on the third-party sites. The links do not imply our endorsement or approval of material on any other site. Any third-party sites may have a privacy policy different from that of the Credit Union and may provide less security than our websites. Partner Colorado strongly encourages you to read the third-party's privacy policy before sharing any information with that third party.

All matters concerning other websites, merchandise and services provided or operated by third parties are solely between you and the third party. Partner Colorado makes no warranties or representations whatsoever with regard to any third party's websites, merchandise or services. THE CREDIT UNION IS NOT RESPONSIBLE OR LIABLE TO YOU FOR ANY DAMAGES, LOSSES OR INJURIES OF ANY KIND ARISING OUT OF YOUR USE OF ANY THIRD-PARTIES WEBSITES AND THE MERCHANDISE AND SERVICES AVAILABLE ON THEM, OR ANY REFERENCE TO OR RELIANCE ON INFORMATION CONTAINED THEREIN. YOUR RIGHTS AND OBLIGATIONS WILL BE GOVERNED BY THE THIRD PARTY'S AGREEMENTS AND POLICIES RELATING TO THE USE OF THEIR SERVICES.

## TERMINATION

Partner Colorado may terminate all or part of this Agreement and your use of any or all Services for any reason and at any time with or without prior notice as the law requires. You agree that you will immediately stop using Services upon our request. You and any other party to your account may cancel your usage of the Services and terminate this Agreement by notifying the Credit Union at the contact information at the end of this Agreement. The Credit Union may terminate the Services if you have not accessed or used the Services for a period of one year. However, any transactions or payments you have previously authorized will be completed as instructed. Neither termination nor discontinuation shall affect your liability or obligations under this Agreement, which shall survive termination or discontinuation of this Agreement.

## PARTNER COLORADO ONLINE AND MOBILE BANKING SERVICE LIMITATIONS

The following limitations on Partner Colorado Online Banking transactions may apply:

**Transfers:** You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits. There may be at least a one business day delay in transferring funds between your accounts depending on when your transfer request is received by the Credit Union.

**Account Information:** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions, holds from your debit transactions, and our Funds Availability Policy.

**Credit Union Messages:** You may use instant message, web chat, email or text to send messages to us. At no point should emails include any personal or account information. Email may be used to initiate a transfer on your account or a stop payment request. However, the Credit Union may not immediately receive email communications and will not process the request until we have a reasonable opportunity to act and verify identifying information. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union.

**TO CONTACT US:**

Phone: 800.367.2474 or 303.422.6221

Fax: 303.431.3268

Or electronically:

Send an email to [info@partnercoloradocu.org](mailto:info@partnercoloradocu.org), text us at 303.900.1102 or chat with us online.

Or write:

Partner Colorado Credit Union

6221 Sheridan Blvd.

Arvada, CO 80003