



**The Cleveland Police Credit Union, Inc.**  
**APPLICATION FOR COP LINE II (Home Banking) SERVICES**

For security purposes, we will not accept this application by e-mail. Please print and complete this application. You may bring it, mail it, or fax it to our office at:

**The Cleveland Police Credit Union, Inc.**  
2301 Payne Avenue  
Cleveland, Ohio 44114  
Phone: (216) 861-3535  
Fax: (216) 861-3771

Account No: \_\_\_\_\_ Email Address (required): \_\_\_\_\_

Primary Member Name: \_\_\_\_\_

Joint Owner(s) (if any): \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Initial Password (lowercase only): \_\_\_\_\_

**AUTHORIZATION**

By signing below, I am applying for access to COP Line II and I acknowledge receipt of the COP Line II Agreement and Disclosure. Should you approve my application, I agree that my use of COP Line II will be governed by all Credit Union Account Agreements, Disclosures, and Fee Schedules, as well as the COP Line II Agreement and Disclosure. I understand that my password is issued for security purposes to authenticate electronic transactions. It is my responsibility to safeguard my password. I understand that if I disclose my password to any non-owner, I am fully responsible for transactions performed on my accounts. Information submitted will be verified against the credit union's membership records. Discrepancies in the information provided above may cause your application for COP Line II to be rejected.

**Primary Member Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Joint Owner Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**YOUR PASSWORD:** Your password needs to be at least five digits long. It must include at least one number and one letter. Your password must only be known to you. Please do not use any part of your name, address, social security number, or birth date. When you log on to COP Line II, you will be asked to enter your password. You will be able to log on only if your password is entered correctly. This is an important safety feature. No one else can log on to your account unless they know your password. Only one password will be assigned to your account and all joint owners will use the same password to access COP Line II. If you forget your password, you must contact the credit union to have it reset.

**OFFICE USE ONLY:** Processed By: \_\_\_\_\_ Date: \_\_\_\_\_  
Member Contacted Date/Time: \_\_\_\_\_

**The Cleveland Police Credit Union, Inc.**  
**“COP Line II” Agreement and Disclosure**

**1. Introduction**

This Cleveland Police Credit Union, Inc. CU Online Agreement and Disclosure is referred to as the “Agreement”. It explains the terms and conditions governing basic Internet banking services offered by The Cleveland Police Credit Union, Inc. These services are referred to in the agreement as “COP Line II” or “Home Banking Services”. The terms “we”, “us”, “our”, “Cleveland Police Credit Union”, and “Credit Union” mean The Cleveland Police Credit Union, Inc., a state-chartered credit union. The term “you” and “your” means each person who enrolls for COP Line II and has a password. The term “business day” means Monday through Friday, excluding federal holidays.

By using COP Line II, you agree to the terms and conditions of the agreement. COP Line II and each of your accounts at the Credit Union are also governed by the applicable deposit account agreement, the applicable rules and regulations, the applicable Electronic Funds Disclosure Statement and other disclosures and online instructions issued by the Credit Union, as each of these may change from time to time. In case of conflicts between this Agreement and the other Credit Union disclosures, the Agreement will control.

**2. Description of COP Line II Services:**

The Cleveland Police Credit Union, Inc. COP Line II is an electronic service provided via the Internet that permits you to:

- ? Access information about accounts which you are authorized to view.
- ? Transfer fund between authorized accounts.
- ? Download copies of statements.
- ? Download transaction information to your personal financial management software.
- ? Request a withdrawal by check to be mailed to your address of record.

You must have at least one active primary share account with the Credit Union to use this service. Joint account holders are not authorized to file application for COP Line II services unless that joint account holder is joint on the member’s primary share and all sub-share accounts. Access to another member’s primary share and/or sub-share account(s) will be authorized only upon receipt of a signed statement from that primary member indicating approval for access to his/her account(s).

The service is provided free of charge for account inquiry and funds transfer. We may offer additional services in the future, which are subject to these terms and conditions. Fees and charges for COP Line II will not be changed without at least 30 days prior notice and shall be charged to your account. Any fees associated with COP Line II service and any other fees you may incur through your Internet service provider or telephone company through the use of our COP Line II service are your responsibility. It is your responsibility to record all transactions conducted using our CU Online service. We will not mail printed receipts for transactions conducted through the COP Line II service.

In order to use COP Line II services, you will need to install Internet browser software on your computer if you do not already have it installed. Modifications to the services in the future may require installation of upgrades to the browser software. You are responsible for the installation, maintenance, and operation of your browser software.

The service is generally available 24 hours a day, seven days a week; however the service may be unavailable from time to time for maintenance or due to unscheduled down time.

**3. General Terms and Conditions:**

- a. You agree that we may provide by electronic communication any notice, communication or disclosure required to be provided orally or in writing to you. But we may require written confirmation from you of your electronic communication with us.
- b. You agree to indemnify, hold harmless, and defend The Cleveland Police Credit Union, Inc. from and against any and all claims, actions, suits, judgments and expenses (including court costs and reasonable fees of attorneys, accountants and expert witnesses as allowable by law) arising from your failure to abide by the rules and regulations governing use of the COP Line II services set forth herein. You agree that the following uses of COP Line II are strictly prohibited:
  - i. Unauthorized communication of any account information belonging to any other person or entity. Unauthorized communication of any information concerning any password or other online access number, code, or identification or any other proprietary information belonging to any other person or entity.
  - ii. Unauthorized use of COP Line II services to copy or to distribute or transmit copies of copyrighted materials belonging to the Credit Union or any other person or entity.
  - iii. Communicating any obscene or defamatory information including but not limited to posting information on bulletin boards or in conjunction with the e-mail
- c. Any use of COP Line II services for any purpose other than conducting banking business pertaining to your account(s) with The Cleveland Police Credit Union, Inc. For any reason and at any time we may alter, change, or otherwise create new policies concerning the terms of this Agreement. You will receive notice of changes in the manner that is required by law or under the terms of this Agreement. Unless otherwise provided by law, or unless no change is required, you will receive notice of changes within thirty days of the effective date of the change. If you have elected to receive notices and disclosures electronically and to the extent permitted by law, we will supply you with such notices via email or alert you to the availability of such notices on our website. Continued use of our COP Line II service following the effective date of any changes to the terms to the Agreement indicates your acceptance of any changes in terms to the Agreement.
- d. User acknowledges and understands that access to the account and funds transfer between pre-authorized accounts may be gained via online services by any person in possession of User's ID and password. COP Line II services are offered in a secure environment, provided you use a secure browser. This protects your account information and personal data. You select your own password. You are responsible for keeping your password confidential and notifying the Credit Union immediately, if your password is lost, stolen or compromised.
- e. The Credit Union reserves the right to monitor and review transmissions online and in storage, and without prior notice to User, to remove or reject any material which the Credit Union, at its sole discretion, believes may be unlawful or objectionable.

**4. Limitations and Liabilities:**

- a. OUR COP LINE II SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND ON AN "AS IS" BASIS. YOU ASSUME ANY RISK IN USING THE COP LINE II SERVICE. NO GUARANTEES OR WARRANTIES OR REPRESENTATIONS ARE MADE REGARDING CORRECTNESS, ACCURACY, OR RELIABILITY CONCERNING YOUR USE OF COP LINE II SERVICE. WE MAKE NO WARRANTY EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AS TO COP LINE II SERVICE UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.

- b. You explicitly agree that any liability of The Cleveland Police Credit Union, Inc. arising from the provision of COP Line II services is limited to a maximum amount equal to the fees, if any, for such services charged to you by us during the 12 months preceding the alleged failure by us giving rise to a loss by you. You expressly waive any claims for additional, consequential, incidental, compensatory or punitive damages and agree that the damage provisions set forth herein are reasonable in light of the value of such COP Line II Services.
- c. Unless we indicate to the contrary, any hyperlinks provided by other sites to our web page are not controlled by us. Any use of hyperlinks from this site to sites not controlled by us is done at your own risk. Any links purporting to link this site are likewise done at your own risk. All content, products, opinions expressed or services offered, provided by those pages are the responsibility of their authors and are not endorsed, verified, or authorized by us. We make no representations or warranties concerning these sites or their services. Descriptions of our links or references to our website do not imply our endorsement of any products, services, or other information.

## 5. Screen Scraping

You should be aware of a practice commonly known as "screen scraping" or "information aggregation" whereby so-called "information aggregators" make available to their customers a web site on which the customers may view information obtained from other web sites. For example, a Credit Union member, John Doe, might have brokerage accounts, credit card accounts, bank accounts, insurance accounts and loans with a number of entities that provide online access to Mr. Doe. For each entity with which Mr. Doe has online account access, Mr. Doe might have a separate user ID and password, and he would have to log in separately to each entity's web site to view account information or perform a transaction in a particular account.

An information aggregator, or "screen scraper," instead gives Mr. Doe the option to view and manage all of his online accounts held by the various securities, insurance, banking and lending entities in one place - on the aggregator's web site. Often, the composite information from the various entities is reformatted to the information aggregator's standards. To make this possible, the information aggregator will ask you for your user ID and password for the various online accounts you wish to view on the information aggregator's web site. **If you give the information aggregator this information, you do so at your own risk.** The Cleveland Police Credit Union, Inc. cannot verify the identity of the person gaining access to your account with your user ID and password, whether that person is you, another individual to whom - despite the Credit Union's warning - you have given your password, or an information aggregator. The Credit Union will not be liable for the consequences if you share your password and account information with others. You agree that if you use an automatic check writing service operating through use of a personal computer or otherwise, the treatment of each item presented against your account through that service and The Cleveland Police Credit Union's rights and obligations regarding the items presented will be the same as if the item were signed or initiated personally by you. The Cleveland Police Credit Union's privacy policies protect members' nonpublic personal information. If you choose to give your password and account information to a screen scraper or information aggregator, you should understand that the person or company may not protect your nonpublic personal information to the same extent the Credit Union will. You should read carefully the screen scraper's terms and conditions of service before you subscribe for its services.

## 6. Computer Performance, Equipment and Software

We will not be liable under any legal or equitable theory including contract, tort, or otherwise to you or any other persons for any indirect, special, incidental, or consequential damages of any character including but not limited to damage for loss of goodwill, loss of use, data, or profits, work stoppage, computer failure or malfunction, or any other commercial damages or losses. The Cleveland Police Credit Union, Inc. assumes no responsibility and disclaims any and all liability for loss or damage associated with the functionality or operation of your computer, your connection to COP Line II service, your browser software or your Internet Service Provider's services or performance, including loss or damage arising out of computer viruses. The Cleveland Police Credit Union, Inc. is not liable or responsible for any loss or other damage, whether direct or indirect, that you suffer as a result of your telephone service, cable service, or electric service being

disconnected, interrupted, or otherwise unavailable; for deficiencies in the quality or speed of your connection; for any defect in the modem or computer you use to connect to the Internet; or for any problems with the service quality provided by the service provider you use to connect to the Internet. The Credit Union is not responsible for any damage to the equipment you use to connect to the Internet, or for any other property damage resulting from your use of the Credit Union's COP Line II services. To use COP Line II services, you must use a secure browser that supports 128-bit encryption, such as Netscape Navigator or Microsoft Explorer.

## **7. Termination**

We reserve the right to terminate your access to or use of this service, or any portion thereof, without notice and without limitation, for any reason, including a violation of the conditions and restrictions in this agreement or any other applicable agreement. The Credit Union shall have no liability to you for such termination. You will not have COP Line II services for any accounts that have been closed.

You may terminate use of COP Line II services at any time by calling us at toll free (888) 269-2156, or local at (216) 861-3535, or writing to us at:

The Cleveland Police Credit Union, Inc.  
2301 Payne Avenue  
Cleveland, OH 44114

If there is a joint account holder on your account who has access to the service, they must provide a separate written notice of termination.

Termination of your service does not affect your obligations under this agreement for any transactions you have conducted or instructions you have submitted, nor does it affect the terms and conditions of any other products or services you continue to maintain with The Cleveland Police Credit Union, Inc.

## **8. Assignability**

You may not assign your rights under this agreement to any other party without our express written consent. We may assign our rights and responsibilities under the agreement without prior notice to you.

## **9. Severability**

If any part or parts of this agreement are found to be invalid by a change in any applicable law or through any legal proceeding, it will not alter or affect the validity of any of the remaining parts of the agreement, which will remain in full force and effect.

## **10. Statements**

By requesting COP Line II services, you agree to receive your statement by electronic means using The Cleveland Police Credit Union, Inc. electronic account statement access system. You understand you will not receive a statement via the United States Postal Service, except for your year-end statement dated December 31. You agree to notify the Credit Union of any address change for your accounts with the Credit Union. Failure to maintain a current address with the Credit Union will result in the imposition of a returned mail fee of \$5.00.