

# Online Banking Agreement & Disclosure

This Online Banking Agreement and Disclosure (Agreement) is the contract which covers your and our rights and responsibilities concerning the Online Banking services offered to you by EECU – A Community Credit Union. The Online Banking service permits you to electronically initiate account transactions involving your accounts and communicate with EECU. In this Agreement, the words “you”, “your” and “yours” mean those who request and use Online Banking, any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words “we”, “us”, and “our” refer to EECU – A Community Credit Union. The word “account” means any one or more accounts you have with EECU. By requesting and using the Online Banking service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

The terms and conditions of this Agreement and Disclosure are in addition to the terms and conditions of any and all other deposit account and credit agreements, including all such disclosures made pursuant to such agreements you have with the Credit Union.

## ONLINE BANKING SERVICE

### Account Access

The Online Banking service is accessible seven (7) days a week, twenty-four (24) hours a day through a web address (URL) designated by EECU. You will need a personal computer and access to the Internet (World Wide Web). You must use your password along with your User ID (Member Number) to access your accounts via Online Banking. You are responsible for the installation, maintenance and operation of any software and your computer. EECU will not be responsible for any errors or failures involving any telephone service, Internet service, software installation or your computer.

### Types of Transactions

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

- Make balance Inquiries
- Obtain account histories
- Verify check clearings
- Make Loan Payments
- Download Free Check Copies
- Access e-Statements
- Receive free e-mail alerts
- Get stock quotes
- Transfer funds between your accounts
- Perform cross account transfers to accounts of other members you authorize for any of your accounts
- Download account information to financial management software programs like Quicken® or Microsoft® Money, if applicable
- Generate bill payments electronically through the Bill Pay Service feature  
***(You must specifically apply for the Bill Pay Service)***

Transactions involving your deposit accounts, including Checking Account stop payment requests, will be subject to the terms of your account agreement and transactions involving a line-of-credit account will be subject to your loan agreement and disclosures, as applicable.

### Fees

There are no monthly or transaction fees for accessing your account(s) through Online Banking.

### New Services

EECU may, from time to time, introduce new online services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

## TERMS AND CONDITIONS

The first time you access your EECU accounts through Online Banking, you agree to be bound by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this disclosure.

### Your Online Password

You will be given an online password that will give you access to your EECU accounts for Online Banking access. This password can be changed within Online Banking using the User Options button. We recommend that you change your password regularly. EECU will act on instructions received under your password. For security purposes, it is recommended that you memorize this online password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential.

### Our Liability

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, EECU, OR by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Explorer browser), OR by Internet access providers OR by online service providers OR by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the online financial services, or Internet browser or access software.

### Business Hours

Please visit [www.eecu.us](http://www.eecu.us) for the most up-to-date business hours. EECU Internet Account Access may be interrupted for a short time each month for data processing. Dividends on accounts and finance charges on loans will be calculated utilizing the effective date of the transaction.

### Service Limitations

The following limitations on Online Banking transactions may apply in using the services listed above:

- **Transfers.** You may make funds transfers to other accounts of yours as often as you like. However, transfers and bill payments from a Special Secondary Savings, Money Market, Preferred Savings, Holiday Club or Vacation Club Account will be limited to a total of six (6) in any one month. You cannot initiate transfers using EECU Online Banking to or from Term Share or IRA Accounts or any restricted accounts. 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. EECU reserves the rights 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.
- **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 ATM transactions and our Funds Availability Policy.
- **Bill Pay.** We will process bill payment transfer requests only to those creditors that the Credit Union has designated in the User Instructions and such creditors as authorized by the member and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete. We will withdraw the designated funds from the member's Checking Account for bill payment transfer by the designated cut-off time on the date the member schedules for payment. We will process the member's bill payment transfer within a designated number of days before the date they are scheduled for payment. Members must allow sufficient time for vendors to process their payment after they receive a transfer from us. Members must leave as much time as though they were

sending their payment by mail. We cannot guarantee the time that any payment will be credited to a member's account by the vendor. There is no limit on the number of bill payments per day.

### **Changes to Charges, Fees or Other Terms**

We reserve the right to change the charges, fees or other terms described in this Agreement. However, when changes are made to any fees or charges, we will notify you online, or send a notice to you at the address shown on our records, or send you an electronic mail message (e-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Truth-in-Savings Rate and Fee Schedule.

### **Disclosure of Account Information**

We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers and bill payments;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a payee or a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders;
- If you give us your written permission.

### **Billing Errors**

In case of errors or questions about electronic funds transfers from Savings and Checking Accounts you may telephone us at: 517.787.2060 or 877.894.5033, or send us a written notice to: EECU – A Community Credit Union, 1425 Parnall Road / P.O. Box 4100, Jackson, MI 49204-4100 as soon as possible. We must hear from you no later than sixty (60) days after we send the first statement on which the problem appears.

The following information must be included with a written notice:

- Your name and account number;
- A description of the electronic transfer in question and a clear explanation of why you believe the Credit Union has made an error or why more information is needed; and
- The dollar amount of the suspected error.

If you contact us by phone, we may require a written notice within fourteen (14) calendar days. If the written notice is not received within fourteen (14) calendar days, we may not re-credit your account. We will inform you of the results of our investigation in writing within ten (10) business days after receiving notice from you and we will provisionally correct the error promptly, or if the correction is an amount different than the alleged error, we will explain the reason for the difference. We may take up to sixty (60) days to investigate an inquiry. Our provisional credit to you within ten (10) business days for the amount questioned, allows you the use of the funds during the time it takes us to complete our investigation. We will inform you of the results within three (3) business days of completing our investigation. If we decide that an error did not occur, we will send you a written explanation and we may charge back the corrected amount to your account within sixty (60) days of our notice. If requested, we will provide copies to you of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur. If you provide notice of an error within thirty (30) days after making the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days to investigate the error. If you provide notice of an error involving a POS transaction or a transaction initiated outside the U.S., its possessions and territories within thirty (30) days after making the first

deposit to your account, we will have ninety (90) days instead of forty-five (45) days to investigate the error.

NOTE: If the error in question is an unauthorized VISA transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or the account history warrants a delay, in which case you will receive credit within ten (10) business days.

### **Financial Institution'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 losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction; if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure; or if the transaction involves a loan request exceeding your credit limit.
- If you use your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment used to conduct audio response or online/PC transactions is not working properly and you knew or should have known about the breakdown when the transaction was initiated.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

### **Enforcement**

You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this agreement. You authorize us to deduct any such losses, costs, expenses from your account without prior notice. If we bring a legal action to collect any amount due under or to enforce this agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

### **Governing Law**

This agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time. Any disputes regarding this agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located. The name and address of the governmental agency regulating the Credit Union is:

Credit Union Division  
Office of Financial & Insurance Services  
611 W. Ottawa, 3<sup>rd</sup> Floor  
P.O. Box 30224  
Lansing, MI 48909

### **Termination of Online Banking Services**

You agree that we may terminate this Agreement and your use of the Online Banking services if you or any authorized user of your account or password breach this or any other agreement with us, or if we have reason to believe that there has been an unauthorized use of your account or password.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

## **PROTECTING YOUR ACCOUNT**

### **Preventing Misuse of Your Account**

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and our records disagree, you must immediately call EECU at 877.894.5033.

### **Security of Password**

The password issued to you is for your security. The password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your password. You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts. If you authorize anyone to use your password, that authority shall continue until you specifically revoke such authority by notifying EECU. If you fail to maintain the security of your password and EECU suffers a loss, we may terminate your Online Banking and account services immediately.

### **Liability for Unauthorized Access**

You are responsible for all transfers and bill payments you authorize under this Agreement. If you permit other persons to use the Online Banking service or your password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your password or accessed your accounts through Online Banking without your authorization. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days, you can lose not more than fifty dollars (\$50.00) if someone accesses your accounts without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as five hundred dollars (\$500.00). In any event your liability for unauthorized line-of-credit transactions through Online Banking is fifty dollars (\$50.00).

Also, if your statement shows Online Banking transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

### **Unauthorized Transactions in Your EECU Accounts**

If you believe that someone has used your password or has transferred or may transfer money from your account without your permission, call the Credit Union at 877.894.5033 or write us at: EECU – A Community Credit Union, 1425 Parnall Road / P.O. Box 4100, Jackson, MI 49204-4100.

### **Notices**

EECU reserves the right to change the terms and conditions upon which this service is offered. EECU will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of the Online Banking service is subject to existing regulations governing your accounts and any future changes to those regulations.

## **CHECKFREE BILL PAY PRIVACY POLICY**

At CheckFree Services Corporation, a subsidiary of Fiserv Solutions, Inc. ("CheckFree"), we know privacy is important to you. It is also vital to our business. This Privacy Policy describes the types of "Personal Information" (information that is identifiable to a particular person) that we collect in connection with products and services offered through the website at "www.eecu.us" (the "Site"), and explains how we safeguard your privacy as a user of those products and services. For more details on what your rights and obligations are when using the products and services offered on the Site, please refer to the Terms & Conditions found on the Site and in this document.

### **Coverage**

CheckFree offers many products and services, some of which are available through other organizations such as banks, credit unions, brokerage firms, Internet portals, and others. This Privacy Policy applies only to electronic billing, electronic payment, and other products and services offered by CheckFree through the Site. CheckFree products and services offered through other organizations comply with the Privacy Policies of those organizations.

### **What Types of Personal Information We Collect**

The Personal Information that CheckFree collects from or about you may include:

1. Contact Information such as name, postal address, and e-mail address;
2. Account numbers and other information on bills you would like to view online;
3. Information about credit union checking accounts and credit card accounts, if you decide to make payments from those accounts through the Site;
4. Information maintained about you by consumer reporting agencies, including credit bureaus; and
5. Information to help verify your identity and authenticate your access to your information, products and services at the Site, including a password, secret question and secret answer.

### **How We Collect Your Information**

CheckFree may collect Personal Information about you from the following sources:

1. Your enrollment applications, or similar forms;
2. Your use of the Site and the products and services offered through it, including data transmitted to CheckFree through cell phones and other mobile devices;
3. Companies that provide content, such as electronic bills, to the Site, or that use CheckFree's electronic billing and/or electronic payment services at their sites;
4. Consumer reporting agencies; and
5. Other sources, as allowed by law.

### **Cookies and Other Related Issues**

When you visit the Site, we receive certain standard information that your browser sends to every website you visit, such as your IP address, browser type and language, access times and referring website addresses. This data does not identify you uniquely. However, it is used to assist in "authenticating" who you are when you access the Site.

We may also receive additional information about your visit to the Site, including the pages you view, the links you click and other actions you take in connection with the Site and the products and services offered through it. This data is used to make the site design more efficient.

Like most websites, the Site also uses "cookies," which are small text files placed on your computer by the web server when you visit the Site. Most such cookies are "session" cookies that are only used for a specific period during which you are on the Site (such as when you are going through the authentication process or using webchat), but a few are "persistent" cookies that stay on your hard drive and are read by the web server when you return to the site. The Site uses cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the Site. Cookies cannot and will not be used to deliver or run programs on your computer. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you will not be able to sign in or use other interactive features of the Site that depend on cookies.

### **How We May Use and Disclose Your Personal Information**

EECU treats your Personal Information as confidential. EECU does not sell or rent your Personal Information. EECU does not share your Personal Information in a manner that differs from what is described in this Privacy Policy without your prior consent. We may use and disclose your Personal Information for the following purposes, including limited disclosures to nonaffiliated third-party service providers performing services on our behalf, and to certain other non-affiliated entities as described below:

1. To complete transactions and render products and services authorized by you (such as sharing the information with an electric company or other biller as necessary to allow the biller to authenticate you, to pay a bill, and to send messages to you related to the authorized products and services);
2. To send you information about additional products and services that have been or will be offered through the Site by EECU and others; although you may opt out of receiving commercial email marketing messages from EECU by following the opt-out processes described in those messages;
3. To perform fraud screening, to verify your identity, determine your credit history, collect on accounts, furnish delinquent account information to credit reporting agencies, and verify the information contained in your account (such as sharing information with a credit reporting agency during the account enrollment process);
4. To comply with laws and regulations, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend EECU from claims, and to protect EECU's rights and property, and as otherwise permitted by applicable law; and
5. As otherwise authorized by you.

### **Access to Your Information**

You may review and update the Personal Information maintained about you in the "My Profile" section of the Site at any time to ensure that it is accurate and up-to-date.

### **How We Keep Your Information Secure**

To ensure that your Personal Information remains confidential, CheckFree uses Secure Sockets Layer (SSL) technology to transmit and receive your Personal Information in an encrypted form.

Additionally, we maintain physical, electronic, and procedural safeguards to help prevent unauthorized access to your Personal Information. We update and test our technology frequently to improve these protections and to ensure the integrity of your Personal Information.

CheckFree has policies and procedures that limit employee access to your Personal Information to those with a business reason to have such information. We educate our employees about the importance of confidentiality and customer privacy, and we take appropriate disciplinary measures to enforce our privacy practices.

### **Protection for Former Customers**

We treat the Personal Information of our former customers with the same care and respect as that of our current customers.

### **Compliance with Applicable Laws**

CheckFree complies with applicable laws and regulations pertaining to information about you, including U.S. federal laws pertaining to "nonpublic personal information" and "consumer report information." CheckFree uses and discloses those types of information only as permitted by applicable law and described in this Privacy Policy.

### **Keeping Up to Date with Our Privacy Policy**

The most current Privacy Policy is kept posted on the Site. For a printed copy of the most current Privacy Policy you may contact us by mail, by telephone, or by e-mail at the addresses listed below.

### **Contacting Us**

At CheckFree, your privacy and the protection of your Personal Information are central to our business. Our products and services are developed with your privacy and security as a priority. If you have any questions about this Privacy Policy, please contact us in one of the following ways:

In writing: CheckFree Services Corporation  
ATTN: Privacy Management  
4411 East Jones Bridge Road  
Norcross, GA 30092  
E-mail: [privacy@customercenter.net](mailto:privacy@customercenter.net)  
Telephone number: 1-800-564-9184

**Please do not send confidential information via e-mail.**