

*For the teacher in you.*

## **EDUCATORS CREDIT UNION ONLINE BANKING AGREEMENT AND DISCLOSURE**

### **Registration Disclosure**

This Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of Educators Credit Union online banking and/or online bill payment service ("Service"). It also describes the rights and obligations of Educators Credit Union. Please read this Agreement carefully. By requesting and using the Service, you agree to comply with the terms and conditions of this Agreement. Our online banking and bill payment services are intended for individuals 18 years of age or older.

### **Definitions & Requirements**

A. The following definitions apply in this Agreement:

- "Bill Pay" is the online service that enables the scheduling of bill payments using a personal computer;
- "Online Banking" is the Internet-based service providing access to your Educators Credit Union account.
- "Online Account" means the Credit Union account from which you will be conducting transactions using a Service. You must have an existing account with us to enable our Online Banking service. An account means any of your account(s) to which we may allow access via the Service under this Agreement. Only a checking account is eligible for online Bill Pay privileges. We may make additional accounts available for Bill Pay from time to time as allowed by law.
- "Password" is the member-generated code selected by you for use during the initial log in, or the codes you select after the initial log in, that establishes your connection to the Service;
- "PC" means a personal computer that enables you, with an Internet browser and Internet service provider, to access your Online Account. You will need a computer with a modem and Internet browser that supports SSL with 128-bit encryption. You are solely responsible for the maintenance, installations, and operation of your computer. Educators Credit Union shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or software.
- You should routinely scan your PC and diskettes using a reliable virus detection product. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers. Educators Credit Union shall not be responsible for any computer virus that affects your computer or software while using our Service.
- Time of day references are in Central Standard Time (CST);
- "User ID" is the identification code assigned to you for your connection to the Service;
- "We," "us," "our," "Educators," or "Credit Union" refer to Educators Credit Union and any agent, independent contractor, service provider, licensor, designee, or assignee Educators Credit Union may involve in the provision of Online Banking;
- "You" or "your" refers to the owner of the account or a person with authority with respect to the account.

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In order to provide electronic disclosures, we must maintain a current e-mail address at all times. It is your sole responsibility to provide us with your correct contact information, including your e-mail address. You should notify Educators Credit Union of any changes to your personal contact information.

### **Access to Service**

A. Educators Credit Union will provide instructions on how to use our online banking and bill pay services. You will gain access to your online accounts through the use of your Internet-enabled PC, your Internet service provider, your User ID, and your Password. You may access your online accounts 24 hours a day, seven days a week. However, the availability of Services may be suspended for brief periods of time for purposes of maintenance, updating, software revisions, or emergencies. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control. We are not responsible for any delays or difficulties you may have in accessing the Services or certain features.

For purposes of transactions, our business days are any calendar days other than Saturday, Sunday, or any holidays recognized by Educators Credit Union. Bill Payments are processed on all business days that both the Federal Reserve Bank and the U.S. Postal System are operating and open for business. Account transfers are processed on all business days that the Federal Reserve is open for business.

### **Credit Union Transactions with Online Banking**

- View account balances, history, transaction detail, and paid checks;
- Transfer funds between accounts and make loan payments;
- Obtain cash advances against your Credit Card, Line of Credit, and Home Equity Line of Credit;
- Export your account activity to Quicken / Money;
- Obtain and customize reports that identify and track your spending;
- Set up Alerts to notify you of new transactions and balance changes on your accounts;
- Receive your Educators Credit Union account and Credit Card statements online electronically with our e-Statement ***(you must specifically change your statement preferences to "Online Statements" and enroll in this service);***
- Open new Educators Credit Union share accounts;
- Apply for a vehicle loan, Credit Card, or even a Mortgage Loan or Home Equity Line of Credit;
- Transfer funds to or from your accounts at other financial institutions through our Fund Transfer Service ***(you must specifically enroll in this service);***
- Pay your bills with our Online BillPay Service ***(you must specifically enroll in this service);***
- Update your Educators Credit Union account Profile Information, such as phone number, email address, and street address and change your Online Banking Username and Password; and
- Chat live with Educators Credit Union representative.

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**e-Statement Service** (You must set your Statement Preferences to Online Statements and enroll in this service via Online Banking): You can receive your account statements, credit card statements, NSF Notices, and Tax Statements online electronically when you set your Statement Preferences "Online Statements" and enroll in the e-Statement Service. With the e-Statement service you can "go-green", eliminate paper statements, and reduce risk by no longer having these paper statements and notices sitting in your U.S. mailbox. The complete e-Statement Service Agreement and Disclosure is included beginning on page 9 of this Online Banking Agreement and Disclosure and is also provided in connection with your enrollment in this specific service.

**Fund Transfer Service** (You must specifically enroll in this service via Online Banking): With the Fund Transfer Service you can set up one-time or recurring funds transfers to and from your accounts at other financial institutions, to and from your Educators Credit Union accounts as long as the appropriate account verification has been successfully completed.

### **Bill Pay Services**

**A. Description of Service:** Pay your bills online with our Bill Payment Service. Through the Bill Pay Service, you can pay bills from your checking account to businesses or individuals. We may make the payment either by transferring funds electronically to the payee or by mailing the payee a check. By using this Service, you authorize us, and any third-party payment-processing agent we may use, to choose whatever method we feel is most effective to process your transaction. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee in the continental United States. We reserve the right to restrict types of payees to whom payments may be made using the Service from time to time. You should not use the Bill Pay Service to make payments to settle security purchases, payments to interest-bearing accounts, federal, state or local tax payments, or court-ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

**B. No Duty to Monitor Payments:** The Credit Union is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. We will not be liable in any way for damages you incur for any of the following reasons:

- Insufficient funds in your bill payment account to make the payment on the processing date;
- Delays in mail delivery;
- Changes to the payee's address or account number unless we've been advised of the change in advance
- The failure of any payee to correctly account for or credit the payment in a timely manner, or
- Any other circumstances beyond our control.

**C. Non-sufficient Funds:** Funds must be available in your bill payment account on the scheduled payment date. If your bill payment account does not have sufficient funds to make a payment as of the date the payment is debited to your account, the payment may or may not be made, and, in either case, you will be assessed a non-sufficient funds fee as listed on our current service fee schedule. In addition, the Bill Pay service may automatically block future online bill payments until the account has sufficient funds to make the payment. We will attempt to notify you by telephone, e-mail, or U.S. Postal mail, but the Credit Union shall have no obligation or liability if we overdraw your account by making a payment for which you do not have sufficient funds or if we do not complete a payment because there are insufficient funds in your account to cover the payment. If a payment is not made due to insufficient funds, you are responsible for contacting us at 262-886-5900 or toll-free (800) 236-5898 to either make alternate arrangements for the payment or to reschedule the payment through the Service.

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**D. No Signature Required:** When any payment or other online Service generates items to be charged to your account, you agree that we may debit your bill payment account without requiring your signature on the item and without prior notice to you.

#### **DEFINITION OF OTHER TERMS**

- ACH means an electronic funds transfer transaction processed through the Automated Clearing House.
- Business Day means Monday through Friday, except Federal holidays.
- Consumer Account means a Share Account or Loan Account owned by one or more individuals and used for personal, family, or household purposes. Other accounts, including business and other non-natural person accounts are considered Non-Consumer Accounts.
- Law means Federal Law applicable to this Online Banking service, and to the extent not superseded by Federal Law, the Laws of the State of Wisconsin, and the Laws of the state applicable to your Share Account, if applicable.
- Loan Account means an eligible personal loan, line of credit, credit card, home equity loan, home equity line of credit, and residential mortgage loan. As other loan types become eligible, they will be subject to the terms of this Agreement and Disclosure.
- Share Account means an eligible savings, checking, money market, or certificate account owned by you.

NOTE: Because federal regulations require Credit Unions to limit preauthorized transfers, including online banking transfers, the following limitations apply:

- **Statement Savings Accounts:** You can make no more than six (6) transfers per month by preauthorized or automatic transfer or by telephone or online banking.
- **Money Market Accounts:** You can make no more than six (6) transfers per month by preauthorized or automatic transfer or by telephone or online banking.

#### **Schedule of Fees**

A. The Credit Union offers our Online Banking free of charge. Online Bill Pay Services is free of charge provided that a minimum of two bills per month are paid using the service. Please visit our website for a complete [Schedule of Fees](#).

Important notice for business members: Please note that an online bill payment will generate an Automated Clearing House (ACH) transaction that will be charged to your account as an ACH debit item.

#### **Statements**

You will continue to receive your regular account statement either monthly or quarterly (depending on the type of account), unless you opt-in to receive electronic statements only.

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### **Security & Privacy**

We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our privacy notice before completing the enrollment process for the Service. Our member privacy notice is available online at: [Educators Privacy Policy](#).

You are required to create a Username and Password in connection with your registration and use of the Online Banking service. You should create a complex Username and Password so that others cannot guess or figure out what they are. The Username and Password are required for security purposes in connection with the authentication of your access to the Online Banking service and the transfers and payments you initiate through the Online Banking service. Your Username and Password are confidential and should NOT be disclosed to others or recorded on documentation or records located on or around your personal computer. You are responsible for the proper safekeeping of your Username and Password. You agree not to disclose or otherwise make your Username and Password available to anyone.

If you fail to maintain security of your Username and Password and we suffer a loss, we reserve the right to terminate your Online Banking services under this Agreement and Disclosure as well as your other Educators Credit Union account and loan products and services. Users of the Online Banking service should utilize such other Username and 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. Online Banking provides the capability for you to change your Username and Password at any time. To help safeguard your security, you should change your Username and Password frequently.

If you suspect any fraudulent activity on your account, call us immediately at 262-886-5900 or toll-free (800) 236-5898 between the hours of 8:30 AM to 6:00 PM, Monday through Friday; Saturday, 8:30 AM to 1:00 PM. Telephoning the Credit Union is the best way of minimizing your losses and liability.

**HARDWARE AND SOFTWARE REQUIREMENTS:** You must have access to a computer with browser software such as Microsoft Internet Explorer; Adobe Acrobat Reader; Internet access, and an active/operating email address (at your cost). Your computer needs to support the following requirements:

**An operating system, such as:**

- Windows 98, NT, 2000, ME, XP, Vista, or Win 7; (for added security, Windows 2000 and up is recommended); or
- Macintosh OS 10.x

**Access to the Internet and an Internet browser which supports HTML 4.0 and 128bit SSL encryption and JavaScript, such as:**

- For PC using Windows 98, NT, 2000, ME, XP, Vista, or Win 7
- Microsoft Internet Explorer 8.0 and higher
- Firefox 3 and higher
- Chrome 3.0 and higher

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- For Macintosh using OS 10.x
- Safari 3.0 and higher
- Firefox 3 and higher
- Chrome 4.0 and higher

Other Internet browsers may be used, but are not supported and you may not be able to access all functionality available within the Service.

By affirmatively registering for the Online Banking service, you confirm that you have access to the necessary hardware and software.

#### **Electronic Mail (E-mail)**

A. If you send us an e-mail message, we will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

B. E-mail transmissions outside of the online banking service are not secure. We advise you not to send us or ask for sensitive information such as account numbers, password, account information, etc. via any general or public e-mail system. If you wish to contact us electronically, please use the "Message Center" in our Online Banking service. Use this feature to e-mail us regarding inquiries about an electronic funds transfer error resolution, to report unauthorized transactions, or to contact us regarding other concerns of a confidential nature.

#### **Linked Accounts**

A. Accounts at the Credit Union may be linked provided all signers from each linked account sign an Online Banking Transfer Authorization Agreement. Linked Account transfer capabilities are divided into two types: (1) transfers between your Educators Credit Union accounts of which you are a legal owner, and (2) transfers to another Educators member's account of which you are not a legal owner (Transfers to Third Parties). You must be logged into the account from which you are transferring funds in order to initiate the transfer to the other account. You can only log on to, access account information, and transfer funds from those accounts in which you are a legal owner. Linked account transfers from one account to another allow you to transfer funds to any sub-account (unless otherwise restricted) established within the account structure. Educators Credit Union reserves the right at any time to restrict or prohibit Linked Account Transfer capabilities on specific types of accounts.

You can transfer funds to another Educators Credit Union member's account by using the Transfers/Payments "Transfer Money to Another Member" feature of Online Banking. Utilizing this feature you can enter the other member's Educators Credit Union Account Number and the Last Name of the primary member on that account, along with the amount to transfer and any comment you wish to add. You can only transfer funds to another Educators Credit Union member's account. Neither you nor the other Educators Credit Union member will see any other information regarding either account other than the posted transaction. Transfers of funds made by you to a third party (to another member's account) are non-revocable and cannot be reversed without the third party's written consent, even if you have made an error in the amount transferred or the account to which the funds were transferred. You are limited to a total of six transfers to your other accounts or to third parties from your savings or money market account during any calendar month (refer to "Transaction Limitations on Savings and Money Market Accounts" for further information).

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### **Business Accounts**

- A. If you are a business, any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to:
- B. Enter into this Agreement, as amended from time to time;

Access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and

Use any online banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

### **Term and Termination**

A. **Term:** This Agreement will become effective on the effective date and shall remain in full force and effect until termination in accordance with the following provisions.

B. **Termination for Cause:** We may immediately terminate your online banking privileges (including the Bill Pay Service) without notice to you under the following circumstances:

- You do not pay any fee required by this Agreement when due or
- You do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

C. At any time, we may cancel all or part of the Service that we generally offer. Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any online banking or Bill Pay activity for a period of 3 consecutive months, Online Banking access may be terminated. You will remain responsible for all transactions approved by the system prior to the cancellation, and for any other fees associated with the Service. After cancellation, Service may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate Service, you must contact our Member Service Center. We will promptly notify you if we terminate this Agreement or your use of the Service for any other reason.

D. **Termination for Convenience:** To terminate this Agreement, you must notify the Credit Union and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. You may notify the Credit Union by one of the following methods:

By sending an e-mail to: [memberservice@ecu.com](mailto:memberservice@ecu.com).

By calling 262-886-5900 or toll-free (800) 236-5898



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By writing a letter and either sending it to the following address:

Educators Credit Union  
Attention: Online Banking  
P.O. Box 081040  
Racine, WI 53408

**E. Inactive Status:** We may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 90-day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

**Electronic Fund Transfer Provisions for Consumers**

**A. Applicability:** These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Credit Union may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.

**B. Your Liability:** The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:

You must report an unauthorized EFT that appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred with the 60-day period.

If the report is made orally, we will require that you send the complaint or question in writing within 20 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.

You may notify us by telephone, in writing, or by e-mail using the secure e-mail form provided within our online banking Service. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.

**C. Telephone Numbers and Addresses:** In case of errors or questions regarding an Online Banking or Bill Pay transaction, call 262-886-5900 or toll-free (800) 236-5898, send a secure message using our "Message Center" or write us at:

Educators Credit Union  
Attention: Online Banking  
P.O. Box 081040  
Racine, WI 53408

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We must hear from you at the telephone number, mailing address, or secure e-mail listed above no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

- Your name, account number and user ID.
- A description of the error or the transfer in question and an explanation of why you believe it is an error or need more information
- The dollar amount of the suspected error and date on which it occurred
- If you verbally provide this information, we may require that you send us your complaint or question in writing within 10 business days.

### **Liability**

**A. Our Liability:** This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking or Bill Payment Service accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking and Bill Payment Services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence. With your acceptance and use of the Service, you agree that we shall not be liable to you or any third party for any indirect, incidental, or consequential costs, expenses, or damages (including lost savings or profit, lost data, business interruption, or attorney's fees) resulting from or arising out of this Agreement or resulting from any errors or failures from any malfunction of your computer or any virus or computer problems that you may encounter related to the use of the Service. We will not be liable to you in the following instances:

- If, through no fault of the Credit Union, you do not have enough money in your account to make the transfer.
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer despite reasonable precautions that we have taken.
- If there is a hold on your account, or if access to your account is blocked, in accordance with Credit Union Policy.
- If your funds are subject to a legal proceeding, or other encumbrances, restricting the transfer.
- If your transfer authorization terminates by operation of law.
- If you believe someone has accessed your accounts without your permission and you fail to notify us immediately.
- If you have not properly followed the instructions on how to make a transfer included in this Agreement.
- If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

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- If the account has been closed.
- If the bill payment or transfer would go over the credit limit on your overdraft line of credit, or if the overdraft line of credit has been closed.
- If your computer, software, telecommunication lines were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer or bill payment.
- If you had knowledge of or questions about the possible malfunction of our system when you initiated the transaction. It can be shown that the merchant or payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of this financial institution and/or our service providers.
- Other applicable laws and/or regulations exempt us from liability.

**B. Indemnification:** You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Payment account.

**C. Third Parties:** We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an Internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Internet Explorer browser), by an Internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Bill Payment account.

**D. Virus Protection:** The Credit Union is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

### **General Terms and Conditions**

**A. Credit Union Agreements:** In addition to this Agreement, you and the Credit Union agree to be bound by and comply with the requirements of the agreements applicable to each of your online accounts. Your use of the Online Banking service or the Bill Pay service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures. We will automatically deduct the fees related to this Service from your bill payment account each month.

**B. Changes and Modifications:** We may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will have to be deemed to have received it the day after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. If the changes have an adverse effect on you or the services offered, we will provide you at least 30 days prior notice. Amendments or changes in terms and/or conditions may be made without prior notice if they do NOT result in higher fees, more restrictive Service use, disclosure of additional account information to third parties, or increased liability to you. Also, if a change in terms or conditions is necessary to maintain or restore the security of our system or your account(s), no advance notice is required. Upon notification of any change in terms, if you do not agree with the change(s), you must notify us in writing or via email to cancel your access to the Service. Your continued use of the affected change in Service constitutes your agreement to the amendment(s). We reserve the right to terminate this Agreement and your use of the Service in whole or in part at any time without prior notice.

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**C. Assignment:** We may assign this Agreement to an affiliate of the Credit Union or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent. You may not assign this Agreement to any other party.

**D. Notices:** Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.

**E. Disclosure of Information:** We will only disclose information to third parties about your account or transfers you make under the following circumstances:

- Where it is necessary for the provision of Online Banking and for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; In order to comply with government or court orders, or other reporting requirements;
- If you give us your permission;
- To Credit Union-affiliated companies;
- It is necessary to assist us in the collection of information for internal use;
- It is necessary for the security purposes of our service providers, our servicing agents, and/or contractors providing our Online Banking and electronic funds transfer Service;
- It involves a claim by or against us concerning a deposit to or withdrawal from your account.
- Governing Law. This Agreement is governed by the laws of the State of Wisconsin and applicable federal law.

F. You agree that you will not use any of your accounts, access devices or services for unlawful Internet gambling or other illegal activities.

#### e-Statement Service Agreement and Disclosure

In this e-Statement Service Agreement and Disclosure the terms "you", "your" and "yours" mean the Account Owner that has enrolled in the e-Statement Service. The terms "we", "us", "our", "ours", and "ECU" each refer to and mean Educators Credit Union. "Online Statements" means the Educators Credit Union account and loan statements and notices you select to receive electronically via this e-Statement Service. The term "Agreement and Disclosure" means this e-Statement Service Agreement and Disclosure.

Educators Credit Union e-Statement Service allows us to deliver to you and for you to access your periodic Account Statements, Credit Card Statements, Home Equity, Tax Statements and other Notices (collectively referred to herein as "Online Statements") electronically online, and eliminates the need for the paper document to be sent to you by us via U.S. mail.

By the Statement Preference selections you make, you will receive your Online Statements electronically through our e-Statement Service, or sent to you in paper form via the U.S. mail, or both.

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With e-Statements, we will send you an email informing you that your Online Statements is/are available to you through secure login to our Online Banking website. Not only will your current Online Statement be available, but we will store the last 24 months of your Online Statements online so you have access to them anytime you need them.

**Online Banking Access to e-Statement Service and Online Statements:** You must register for our Online Banking service in order to enroll in the e-Statement Service and gain access to your Online Statements. Therefore, the terms and conditions of the Educators Credit Union Online Banking Service Agreement and Disclosure are incorporated herein and also apply to the e-Statement Service.

**Consent and Electronic Delivery of e-Statement Service Agreement and Disclosure:** By checking the "I have read and agree to the terms and conditions..." box and clicking on the "Confirm" button, or by checking the box "Yes, deliver my statements to me electronically" in connection with our online new account application process, you enroll in the e-Statement Service, affirmatively consent to conduct business electronically with Educators Credit Union in connection with this e-Statement Service, agree to the electronic delivery of this Agreement and Disclosure, and understand and agree that paper (non-electronic) copies of the Agreement and Disclosures are available from us upon request (see the "Obtaining Paper Copies" section below).  
**Applicability of Consent:** Your electronic consent to conduct business electronically applies to this e-Statement Service Agreement and Disclosure and the ongoing delivery of Online Statements.

**Email Address and Keeping Your Information Current:** In order to communicate with you regarding your e-Statement Services and the notification of the availability of your Online Statements, you must provide us with your valid email address. It is your responsibility to promptly notify us of any changes to your email address. You can update your email address with us by updating your personal information email address via our internet Online Banking Service, by calling us at 262-886-5900 or toll-free (800) 236-5898 by submitting your change to us in writing via mail to Educators Credit Union, P.O. Box 081040, Racine, WI 53408, or by visiting one of our branches. If your email address is invalid, you understand and agree that you will revert back to paper statements and subject to any applicable fee as outlined on our Schedule of Fees.

**Add Us to Your Address Book:** To ensure delivery of our email notices informing you of the availability of your Online Statements (so as to avoid these emails being sent to your bulk, spam or junk mail folders), please add [esupport@ecu.com](mailto:esupport@ecu.com) to your email address book and to the "accept list" of any spam filters you may have.

**Print and Download Agreements and Disclosures:** Online Statements are provided in either HTML and/or PDF format, or both. For those Online Statements provided/available in PDF format, Adobe Acrobat Reader 6.0 or later versions is required - A free copy of Adobe Acrobat Reader may be obtained from the Adobe website at <http://www.adobe.com>.

To print or download Online Statements you must have a printer connected to your computer or have sufficient hard-drive space (approximately 1 MB) on your computer to download, store and view the information. To print, click on the document HTML or PDF link, select Print, select your Printer, and click OK to print to your printer where the document can be printed on your own paper, or select Save or Save As to save and retain an electronic copy on your computer.

**HARDWARE AND SOFTWARE REQUIREMENTS:** You must have access to a computer with browser software such as Microsoft Internet Explorer; Adobe Acrobat Reader; Internet access, and an active/operating email address (at your cost). Your computer needs to support the following requirements:

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**An operating system, such as:**

- Windows 98, NT, 2000, ME, XP, Vista, or Win 7; (for added security, Windows 2000 and up is recommended); or
- Macintosh OS 10.x

**Access to the Internet and an Internet browser which supports HTML 4.0 and 128bit SSL encryption and JavaScript, such as:**

- For PC using Windows 98, NT, 2000, ME, XP, Vista, or Win 7
- Microsoft Internet Explorer 8.0 and higher
- Firefox 3 and higher
- Chrome 3.0 and higher
- For Macintosh using OS 10.x
- Safari 3.0 and higher Firefox 3 and higher Chrome 4.0 and higher

Other Internet browsers may be used, but are not supported.

By affirmatively consenting, you confirm that you have access to the necessary hardware and software.

**When Online Statements are Available:** We will send you an email notification and post the corresponding Online Statements to your e-Statement Service webpage generally within three (3) business days following the statement period end date for Account Statements, statement closing date for Credit Card Statements, and date of billing notice for Home Equity Line of Credit Loan, and no later than 31 days following the annual Tax Statement period.

**Obtaining Paper Copies**

**e-Statement Service Agreement and Disclosure:** This e-Statement Service Agreement and Disclosure is also available online on our website at [www.ecu.com](http://www.ecu.com) and can be viewed, downloaded and/or printed using your computer and a printer. You can obtain a paper copy of the e-Statement Service Agreement and Disclosure by printing it yourself. You can also contact us at 262-886-5900 to request a paper copy free of cost when sent by us to you through regular U.S. mail. If you request that a paper copy of this Agreement and Disclosure be sent to you other than through the regular U.S. mail you may be charged a fee.

**Online Statements:** Online Statements are available to you in viewable, downloadable and printable format using your computer and a printer. You can request a paper copy of those Online Statements already posted on our e-Statement Service webpage; however the following fees apply:

- Copy of Account Statement/Loan Statement - \$5.00 per month
- Copy of Member Check (front and back) - \$5.00 per check

Refer to our current Schedule of Service Charges and Fees for more information.

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To receive future Account Statements, Credit Card Statements, Home Equity, Tax Statements and other Notices in paper format, simply change your Statement Preferences to "U.S. Mail" and thereafter these documents will be sent to you via U.S. mail however you may be subject to a fee.

**NOTE:** Regardless of whether you select only "Online Statements" for Tax Statements, we will send you a paper copy via U.S. mail in addition to providing the document to you electronically.

**Your Rights and Responsibilities to Examine Your Online Statements:** It is your duty and you agree to exercise reasonable care and promptness in the examination of all periodic Online Statements, to discover any errors, unauthorized transactions or alterations on any items charged to your account, and to notify us promptly after discovery. Your failure to discover and/or report errors or unauthorized transactions within the time limitations set forth below will constitute a breach of your duty hereunder and preclude any claims for loss resulting from such failure:

- Paper Checks and Drafts – no later than 30 calendar days after we sent or made available the statement on which the transaction is first reflected.
- Electronic Check Conversions (***refer to Other Definitions on next page***)– no later than 60 calendar days after we sent or made available the statement on which the transaction is first reflected; however, if the transaction was originally processed as a paper check or draft, was returned unpaid, and subsequently re-presented as an electronic check conversion, the period is not later than 30 calendar days after we sent or made available the statement on which the transaction is first reflected.
- Substitute Checks (***refer to Other Definitions on next page***)– no later than 40 calendar days after we sent or made available the statement on which the transaction is first reflected, whichever is later.
- ACH Debit Entries – Personal Ownership Accounts - no later than 60 calendar days after we sent or made available the statement on which the transaction is first reflected; Business Ownership Accounts – no later than one (1) business day following the original date of the transaction.
- ATM, POS and Other Electronic Fund Transfers– no later than 60 calendar days after we sent or made available the statement on which the transaction is first reflected.

Our retention of your checks does not alter or waive your responsibility to examine your Online Statements or the time limit for notifying us of any errors. Online Statements will be considered correct for all purposes and we will not be liable for any payment made or charged to your account unless you notify us in writing within the above time limitations. If you fail to receive an Online Statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

**Retention:** Online Statements are available on the e-Statement Service for a period of up to 24 months.

**Change in Terms and Conditions:** The terms and conditions of this e-Statement Service Agreement and Disclosure may be altered or amended by Educators Credit Union. We reserve the right, in our sole discretion, to add, delete, or change any term, condition, change in hardware and/or software requirements, or the content of the e-Statement Service Online Statements, or to terminate your e-Statement Service. In such event, we will provide notice to you in accordance with applicable law, which may be accomplished by posting such change on the Educators Credit Union Online Banking system webpage. Any use of the e-Statement Service after we provide you with a notice of change will constitute your consent and agreement to such change(s). You may terminate your e-Statement Service and this Agreement and Disclosure as provided, if you do not agree with any such change.

*For the teacher in you.*

**Withdrawing Consent:** You have the right to withdraw your electronic consent to conduct business electronically with us by telephoning us at 262-886-5900, by notifying us electronically via Secure Messaging at [www.ecu.com](http://www.ecu.com), by sending your instructions to us via U.S. mail to Educators Credit Union, P.O. Box 081040, Racine, WI 53408 or by visiting one of our branches. If you withdraw your consent you may not be able to open additional accounts or request additional products and services online, or view or print/download this or the above listed agreements and disclosures through our Online Services.

**All Agreements and Disclosures Are "In Writing":** This e-Statement Service Agreement and Disclosure and all Online Statements delivered electronically or otherwise made available to you on your e-Statement Services webpage are considered "in writing" and are available to you in a form you may keep by either printing or downloading the documents, or by requesting a paper copy from us.

**Governing Law:** This e-Statement Service Agreement and Disclosure is made in Wisconsin and shall be governed by the laws of the State of Wisconsin to the extent that Wisconsin Law is not inconsistent with controlling Federal Law.

**Other Definitions:**

- **Electronic Check/Draft Conversion:** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases and to pay bills. This is referred to as an Electronic Check Conversion. When you provide information on your personal check (such as the MICR encoded routing, account and serial numbers) to a merchant or other payee, regardless of whether the check is in blank, partially completed, or fully completed and signed, and regardless of whether the check is presented in person or mailed to the merchant or other payee or sent to a lockbox or whether the check is retained by the merchant or other payee or returned to you, if the information from that check is converted to an electronic funds transfer (or "EFT") to debit the funds from your account, that electronic fund transfer is covered under the provisions and protections of the Electronic Fund Transfers Act. Merchants who make use of electronic check conversion are required to notify you of their intention to do so at the time you give them your check. When we receive these items in electronic form, we will debit them against your account the same as if we had received the actual paper check
- **Substitute Checks:** A substitute check is an electronic image of the original paper check or draft. The check image is then electronically transferred for collection purposes. These electronic images are known as "substitute checks". The electronic conversion from paper to "substitute check" permits quicker processing of checks by sending them electronically from financial institution to financial institution for collection. This means that substitute checks will clear faster than did your paper checks or drafts. We accept and process incoming substitute checks to your account, and generate substitute checks from original paper checks and drafts for outgoing collection. This means that checks that you write and checks that you deposit may be converted to substitute checks