

## **ONLINE BANKING END USER AGREEMENT**

By choosing 'Agree', you, the member of BCU, of Vernon Hills, Illinois, acknowledge that you have received and read the initial disclosures, documented below, governing the issuance of an electronic fund transfer (EFT) and the Online Banking system. The credit union is required (by Regulation E-Electronic Fund Transfers, issued by the Consumer Financial Protection Bureau) to provide these disclosures to you. As used in this document the words 'we,' 'our,' 'us', and 'credit union' mean the financial institution and the words 'you' and 'your' mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. Furthermore by choosing "Agree", you are agreeing to accept the delivery of any future disclosure requirements electronically. All future disclosure requirements may be obtained from our website at [www.bcu.org](http://www.bcu.org). You understand that the BCU Deposit Account Agreement and Business Member Service Agreement are hereby incorporated into and made part of this agreement. You understand that this agreement is not intended to act as a waiver, cancellation, or novation of the Deposit Account Agreement and the Business Member Service Agreement, and that in the event any provision of this agreement conflicts with that of the Deposit Account Agreement and the Business Member Service Agreement, the appropriate Deposit Account Agreement and Business Member Service Agreement controls.

## **REGULATION E DISCLOSURES ON ELECTRONIC FUND TRANSFERS**

These disclosures summarize your rights and responsibilities under the Federal and Illinois statutes relating to electronic fund transfers and Regulation E of the Consumer Financial Protection Bureau. These disclosures apply when the electronic fund transfers are made by use of a personal computer or in any other manner. The terms of these disclosures are also part of this agreement between you and us in regard to the making of electronic fund transfers using Online Banking, including but not limited to the use of your account(s) after receipt of this disclosure. In the case of joint accounts, all persons on the account accept the terms and conditions of this agreement, both jointly and severally.

## **THE FOLLOWING SECTIONS RELATE TO ALL ELECTRONIC FUND TRANSFERS AFFECTING YOUR ACCOUNTS, WHEN MADE BY USE OF A PERSONAL COMPUTER OR OTHERWISE.**

### **1. ONLINE BANKING USAGE:**

In order to assist the Credit Union in maintaining the security of your account the use of Online Banking may be suspended or canceled at any time without giving you prior notice. You agree not to use Online Banking in a fraudulent matter. You also agree that you will do everything in your power to keep your Personal Identification Number (PIN) or password secure at all times and not share it with individuals not authorized by you to use Online Banking.

### **2. ELECTRONIC FUND TRANSFER SERVICES AVAILABLE VIA ONLINE BANKING:**

At the present time you can authorize the following types of electronic fund transfers to or from your account(s) at the Credit Union:

- Transfers between your shares and/or to other member accounts.
- Transfers from shares or checking account(s) to your loan account(s) to make a loan payment.
- Transfers from shares or checking account(s) to your credit card account(s) to make a credit card payment.
- Transfers from shares or checking account(s) to/from other financial institutions.
- Transfer an advance from your home equity loan to your loan, share, or checking account(s).
- Make payments to third parties through Online Bill Pay service from your checking account.

In addition, you can use Online Banking to make any and all of the following transactions (which are not electronic fund transfers):

- Inquire of balances and available balances in your shares.
- Inquire of loan balances and next loan payment due dates and amounts.
- Inquire if certain checks have cleared your checking account.
- Inquire of balances and available credit on your credit cards.
- View and/or print a history and statements of your account(s).
- Change your home address and email address.
- Apply for credit cards and loans.

### **3. LIMITATIONS ON USE:**

There are transaction limits for external debit transfers and bill payment transactions through Online Banking. Please refer to the Transfer to/from Other Institution Disclosure and Online Bill Pay Terms and Conditions for details.

#### **4. FEES:**

You understand there may be fees for Online Banking and Bill Payment Services. You agree to pay the amount listed in the appropriate Fee Schedule for these Services, if any. You understand that we may change these fees from time to time. Fee information is located on our website at [www.bcu.org/Legal/Terms-o-Use](http://www.bcu.org/Legal/Terms-o-Use) in the Online Bill Payment Terms and Conditions, and the Service and Fee Schedule in the Deposit Account Agreement and the Business Member Service Agreement.

#### **5. DOCUMENTATION OF ELECTRONIC FUND TRANSFERS:**

You will get a statement of each account every month if electronic funds transfers are made to or from your account during the month. In any case you will get a statement of your share account quarterly and your checking account monthly as long as your account is not dormant

#### **6. CONSUMER LIABILITY:**

Generally. Tell us at once if you believe your Online Banking account has been compromised. Promptly telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn your Online Banking account has been compromised, you can lose no more than \$50 if someone used Online Banking without your permission. If you do NOT tell us within 2 business days after you learn that your Online Banking account has been compromised, and we can prove we could have stopped someone from using Online Banking without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe that Online Banking has been compromised or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this document.

#### **7. ERRORS OR QUESTIONS:**

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this document, as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. Every day is a business day except Saturdays, Sundays and Federal Holidays. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### **8. STOPPING PREAUTHORIZED PAYMENTS:**

Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Call or write us at the telephone number or address listed in this agreement in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we will also require you to put your request in writing (may be faxed) and get it to us within 14 days after you call. We will charge you a fee for each stop-payment order you give in accordance with the appropriate Fee Schedule for this Service located in Deposit Account Agreement and the Business Member Service Agreement. Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.) Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. Online bill payments are not regarded as preauthorized payments and are not subject to the above written terms.

**9. LIABILITY FOR FAILURE TO MAKE ELECTRONIC FUND TRANSFERS:**

If we do not properly complete an electronic fund transfer involving your account on time or in the correct amount in accordance with the terms of this agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for the instance:

- If your account did not have enough money in your available balance to make the transfers. Money may not be available for use when, for example, you deposit funds in the form of a check. The money from the check may not be available for your use until the Credit Union receives the money from the financial institution on which the check was drawn.
- If a malfunction occurs or you improperly use Online Banking.
- If the Credit Union has terminated this agreement or the transaction would exceed your established overdraft protection, if applicable.
- When circumstances beyond the Credit Union's control interferes with or prevents the transaction, despite reasonable precautions taken by the Credit Union.
- When the Credit Union receives inaccurate or incomplete information needed to complete a transaction.

**10. CONFIDENTIALITY:**

We will disclose information to third parties about your account(s) or electronic fund transfers made to your account(s) only:

- Where it is necessary for completing transfers or investigating and resolving errors involving the transfers, or;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or the provider of the ATM, or;
- In order to comply with government agency or court orders, or;
- As explained in the Privacy Disclosure contained on the web site; or
- With your consent.

**11. BUSINESS DAYS:**

Our business days are Monday through Friday, excluding Federal Holidays.

**12. VOLUNTARY TERMINATION:**

You can decide to discontinue using Online Banking and terminate this Contract. If you so notify us, we will take the necessary steps to make your accounts with the Credit Union no longer accessible via Online Banking.

**13. AMENDMENTS AND TERMINATION:**

We reserve the right to amend this disclosure in any manner at any time. If we do so, we will give you such advance notice thereof as we deem to be reasonable under the circumstances. You agree that we may amend or modify this disclosure without notice if an immediate change is necessary to maintain or restore the security of the system or any account. We also reserve the right to terminate this disclosure by sending a notice of such termination by first class mail to your last known address on our records. This notice will be effective when mailed.

**14. ADDRESS AND TELEPHONE NUMBER OF CREDIT UNION:**

BCU  
340 N. Milwaukee Avenue  
Vernon Hills, IL 60061  
800-388-7000