

# Educational Employees Credit Union

By clicking "I Accept", you are agreeing to the terms and conditions outlined in the following agreements and disclosures:

- **ONLINE ACCESS AGREEMENT AND DISCLOSURE**
- **ESIGN ELECTRONIC COMMUNICATIONS AND AGREEMENT DISCLOSURE**

**The ESIGN Electronic Communications and Agreement Disclosure includes your consent to receive account statements and any required disclosures electronically. You will no longer receive a paper statement for your account.** This consent may be revoked by following the procedure in the ESIGN Electronic Communications and Agreement Disclosure.

## ONLINE ACCESS AGREEMENT AND DISCLOSURE

This Online Access Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of Online Access Home Banking and other related electronic services. It also describes the rights and obligations of Educational Employees Credit Union ("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.

**1. Definitions.** The following definitions apply in this Agreement:

- A. "Service"** refers collectively to Online Access Home Banking and any additional features or products accessed through the online or mobile platform;
- B. "Online Access"** is the internet-based service providing access to your Credit Union account;
- C. "Online Account"** means the Credit Union account from which you will be conducting transactions using the Service;
- D. "Password"** is the Credit Union-generated code for use during the initial sign-on, or the code you select after the initial sign-on, that establishes your connection to the Service;
- E. "Username"** is the member-generated identification code selected by you for your connection to the Service;
- F. "We", "us", "our" or "Credit Union"** refers to Educational Employees Credit Union, which offers the Service and which holds the accounts accessed by the Service; and
- G. "You" or "your"** refers to the owner of the account, any joint account holders, or authorized users.

**2. Access to Service.** You may access your Online Account 24 hours a day, seven (7) days a week. However, the availability of the Service may be suspended for brief periods for maintenance, updates, and software revisions.

The Credit Union offers various electronic services through our online platform, including but not limited to Bill Pay, Money Management, Card Control, and Remote Deposit Capture. Because these electronic services have specific functional requirements, you will be required to review and agree to a separate, specific disclosure for each electronic service, generally at the time you enroll or first use that electronic service. Once accepted, those separate disclosures are incorporated into your overall agreement with the Credit Union regarding electronic services.

**3. Access Transactions with Online Access.**

- A. Transfer of Funds.** In addition to viewing account information, you may use the Service to transfer funds. You may make one-time transfers or schedule future or recurring transfers.
- B. Security Alerts & Notifications.** The Credit Union may provide security alerts or push notifications for your convenience. These alerts are not intended to replace your responsibility to regularly review your account statements. The delivery of alerts may be delayed or prevented by factors outside our control, such as service outages from your internet or cellular provider. The Credit Union does not guarantee the delivery or accuracy of any alert and is not liable for losses resulting from the failure to deliver a notification.
- C. Additional Services.** New features or products for Online Access may be introduced from time to time. The Credit Union will notify you of these new electronic services. By using these electronic services when they become available, you agree to be bound by the rules that will be made available to you concerning these electronic services.

**4. Schedule of Fees.** The Credit Union offers the benefits and convenience of the Service to you at no charge. Please refer to our Schedule of Fees for any transaction-related costs that may apply to specific account activities.

**5. Access Security.** You are responsible for keeping your password and Online Account information confidential. Repeated attempts to access the Service with incorrect Username or Password information may block your access to the Service. Active sessions may automatically be logged out due to inactivity. If you believe your Password has been lost or stolen, please use the password change feature within the My Settings section of the Service to change your Password.

If you access the Service via a mobile device and enable biometric authentication (such as fingerprint or facial recognition), any person whose biometric information is stored on that device may be able to access your Online Account. You are responsible for all transactions and activities conducted by any individual who has been granted biometric access to your device. We recommend that you do not allow others to register their biometrics on any device used to access your Credit Union accounts.

If you suspect any fraudulent activity on your account, call the Credit Union immediately at 559-437-7700 or 800-538-3328. Telephoning the Credit Union is the best way of minimizing your losses and liability.

**6. Electronic Mail (Email).** If you wish to contact us electronically, please use the Support link provided in the Service. Use this secure method to email the Credit Union about inquiries related to an electronic funds transfer error resolution, reporting unauthorized transactions, or other confidential concerns. Email transmissions outside of the Service are not secure. We advise you not to send us or request sensitive information, such as account numbers, login credentials, or other account information, via any general or public email system.

**7. Joint Accounts.** If you enroll a joint account in this Service, any authorized user of your account may access the account using this Service.

## **8. Term and Termination.**

- A. Term.** This Agreement will become effective upon clicking "I Accept" 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 Service access privileges (including the Bill Pay service) without notice if you do not comply with the agreement governing your deposit or loan accounts or if your accounts are not maintained in good standing.
- C. Termination for Convenience.** To terminate this Agreement, you must notify the Credit Union and provide your name, address, the electronic service you are discontinuing, and the termination date of the electronic service. When Bill Pay is terminated, any prescheduled bill payments will also be terminated. You may notify the Credit Union by one of the following methods: sending a written letter to the following address EECU, P.O. Box 5242, Fresno, CA 93755-5242, by visiting an EECU branch, or by calling our Member Service Center at 1-800-538-3328.
- D. Termination for Inactivity.** We may convert your Service to an inactive status or terminate the Service if you do not sign on to the Service or if no transactions are scheduled through the Service during any consecutive 90-day period. If your Service is considered inactive, you must contact us to have it activated before you can schedule any transaction through the Service.

## **9. 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 Account. Unless otherwise required by applicable law, we are only responsible for performing the Service as delineated in this Agreement. We will only be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence. We are not liable for failures of your equipment, internet, or cellular provider, or viruses encountered on your device.

We will not be liable to you in the following instances:

1. If, through no fault of the Credit Union, you do not have enough money in your account to make the transfer.
2. 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.
3. If there is a hold on your account, or if access to your account is blocked.
4. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
5. If your transfer authorization terminates by operation of law.

6. If you believe someone has accessed your accounts without your permission, and you failed to notify the Credit Union immediately.
7. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
8. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring.

**IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.**

- B. Indemnification.** You agree to indemnify, defend, and hold us, our directors, officers, employees, and agents harmless against any third-party claim, demand, suit, action, or other proceeding and any expenses related to your use of the Service.
- 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, by an internet access provider, or by an online service provider.
- D. Virus Protection.** The Credit Union is not responsible for any electronic viruses that you may encounter. We suggest that you routinely scan your personal computer or device using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and hardware.

**10. 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 your Credit Union account(s) or this Service. Your use of the 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.
- B. Changes and Modifications.** The Credit Union may modify the terms and conditions applicable to the Service from time to time. We may send any notice to you via email or other electronic means, and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. 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.
- 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 your prior written consent.
- 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:
  1. Where it is necessary for the provision of the Service and for completing transfers;
  2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
  3. In order to comply with government or court orders, or other valid legal process;
  4. If you give us your permission.
- F. Governing Law.** This Agreement is governed by the laws of the State of California and applicable federal law.

# ESIGN ELECTRONIC COMMUNICATIONS AGREEMENT AND DISCLOSURE

**THIS DISCLOSURE CONTAINS IMPORTANT INFORMATION THAT YOU ARE ENTITLED TO RECEIVE BEFORE YOU CONSENT TO RECEIVE ELECTRONIC DOCUMENTS ABOUT EDUCATIONAL EMPLOYEE CREDIT UNION'S PRODUCTS AND SERVICES. PLEASE READ THIS DOCUMENT CAREFULLY AND PRINT OR SAVE A COPY FOR YOUR REFERENCE.**

Educational Employees Credit Union ("EECU") is required to provide disclosures, notices, receipts, statements, and other communications to you related to EECU's products and services, and you have the right to receive this information on paper. EECU may provide legal and regulatory information to you electronically or digitally ("electronic form") only if we provide this ESIGN Electronic Communications Agreement and Disclosure ("Disclosure") to you and obtain your consent to receive electronic documents, use electronic signatures, and conduct transactions electronically. The words "we," "us," "our," and other similar terms refer to EECU, and the words "you," "your," and other similar terms mean you, the individual(s) or entity identified on the account(s). By consenting, you represent and warrant that you are authorized to, and do, consent on behalf of all account owners, authorized signers, and representatives on the account(s).

**1. Agreement to receive Communications in electronic form.** By agreeing to this Disclosure, you consent to receive Communications related to EECU products and services in electronic form and confirm that you have the ability to access and retain such Communications. Your consent remains in effect until you notify us that you wish to withdraw it. At times, we may still present you with paper disclosures or other Communications that contain important information about your account. Please continue to review any correspondence that we mail to you.

"Communications" may include any member agreements or amendments thereto, disclosures, notices, correspondence, transaction histories, statements related to the maintenance or operation of products and accounts, privacy policies, and all other communications related to the products or services, including, but not limited to, information that we are required by law, regulation, or rule to provide to you in writing.

Some Communications may not yet be available in electronic form. If you consent to receiving Communications in electronic form, you will receive any documents not yet available electronically in paper format until they become available in electronic form, at which point you agree to and will receive them in electronic form. We reserve the right, from time to time, to deliver one or more Communications in paper form instead of electronic form by mailing the Communication to the last known mailing address on our records for you. If we do so, we are in no way terminating this consent, and we may continue to provide Communications to you in electronic form.

**2. Products and services you have previously obtained.** You may have previously sought to obtain a product or service from EECU. By consenting to this Disclosure, you agree that we may provide you with all Communications for those products or services in electronic form, regardless of whether you elected to do so in the past.

**3. Products and services you may seek to obtain in the future.** You may seek to obtain new products and services from EECU. When you do, we may remind you that you have already given us your consent to provide you with all Communications in electronic form. If you then decide not to receive Communications in electronic form for a new product, your decision does not mean that you have withdrawn this consent for any other EECU product.

**4. Form of Electronic Communications.** We will provide Communications to you in electronic form by (1) email, (2) Online Access Home Banking, or (3) the mobile application. We will notify you by email or via a secure message within online banking when a new Communication is available for you to view.

**5. Withdrawal of consent.** You may withdraw your consent to receive Communications in electronic form by visiting an EECU branch, calling our Member Service Center at 1-800-538-3328, or by visiting our website at [www.myeecu.org](http://www.myeecu.org). Any withdrawal of your consent to receive Communications will be effective only after we have had a reasonable time to process the withdrawal.

**6. Updating your records.** You agree to provide us with your valid email address and other contact information related to this Disclosure and your EECU accounts, and to update promptly any changes to that information. You can update your information through our mobile and online banking services, or by contacting us at 1-800-538-3328, or by visiting an EECU branch. If you fail to update or change an incorrect email address or other contact information, you understand and agree that any Communications sent to the email address or made available in online banking will be legally effective, even if you did not receive them because your contact information was incorrect or out-of-date.

**7. Hardware and software requirements.** We do not endorse a specific operating system or particular web browser. To receive all Communications in electronic form related to our products and services, you must have one or more of the following:

- a valid email address;
- a current version of a web browser (defined below);
- a current version of our EECU application (via the App Store® or Google Play™);
- a connection to the internet;
- a current version of a program that reads and displays PDF documents, such as Adobe Acrobat Reader®, for viewing and retaining Communications;
- a printer, if you wish to print your disclosures and retain your records on paper;
- the capacity to store Communications; and
- an internet access device, such as a smartphone, tablet, computer desktop, or laptop, with an operating system (Windows®, MacOS®, iOS, or Android™) capable of supporting the above.

By “current version,” we mean a version of the software that is supported. We reserve the right to discontinue support of a current version of software for security or stability purposes.

EECU supports the latest versions of the following browsers:

- Windows®
  - Edge®
  - Firefox®
  - Chrome®
- Mac®
  - Safari®

We may not support some older operating systems or web browsers. If you are using an outdated version, you may need to update it to access EECU’s mobile and online products and services, and Communications.

From time to time, we may offer services or features that require your web browser to be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your web browser is not properly configured, we will provide you with a notice and advice on how to update your configuration.

By providing your consent, you are confirming that you have the hardware and software necessary to receive, view, and retain Communications in electronic form.

**8. Access to your Disclosures and requesting paper copies.** This Disclosure, as amended from time to time, is available for printing and viewing at [myeecu.org](http://myeecu.org). Even if you consent to receive Communications in electronic form, you can always obtain a paper copy by requesting one or by printing the Communication. We may charge you a reasonable fee for the delivery of paper copies that have already been provided in electronic form. Please refer to our current Fee Schedule for details on any applicable fees.

**9. Communications “in writing.”** All Communications provided to you in either electronic or paper form will be considered “in writing.”

**10. Termination/Changes.** We reserve the right to discontinue the provision of Communications in electronic form, or to terminate or modify the terms and conditions under which we provide Communications. We will notify you of any such termination or change as required by law.

**BY PROVIDING YOUR CONSENT, YOU ARE CONFIRMING THAT YOU HAVE THE HARDWARE AND SOFTWARE NECESSARY TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM AND THAT YOU HAVE A VALID EMAIL ADDRESS. YOU ARE ALSO CONFIRMING THAT YOU ARE AUTHORIZED TO, AND DO, CONSENT ON BEHALF OF ALL THE OTHER ACCOUNT OWNERS, AUTHORIZED SIGNERS, AUTHORIZED REPRESENTATIVES, AND DELEGATES IDENTIFIED IN RESPECT OF YOUR EECU PRODUCTS AND SERVICES.**

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