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

- ONLINE ACCESS AGREEMENT AND DISCLOSURE
- MONEY MANAGEMENT & PURCHASE REWARDS OFFERS END USER LICENSE AGREEMENT
- ELECTRONIC STATEMENT AND DOCUMENT AGREEMENT

The Electronic Statement and Document Agreement 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 Electronic Statement and Document Agreement.

ONLINE ACCESS AGREEMENT AND DISCLOSURE

This Online Access Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Online Access and the Bill Pay service ("Services"). It also describes the rights and obligations of Educational Employees Credit Union ("Credit Union"). Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

1. Definitions

The following definitions apply in this Agreement:

- A. "Authorized Representative" refers to a person with authority (with respect to the account);
- B. "Bill Pay" is the online service that enables the scheduling of bill payments using a personal computer;
- C. "ISP" refers to your Internet Service Provider;
- D. "Online Access" is the internet-based service providing access to your Credit Union account(s);
- E. "Online Account" means the Credit Union account from which you will be conducting transactions using a Service;
- F. "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;
- G. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
- H. "Time of day" references are Pacific Standard Time;
- I. "User ID" is the member-generated identification code selected by you for your connection to the Service;
- J. "We", "us", or "Credit Union" refers to Educational Employees Credit Union which offers the Services and which holds the accounts accessed by the Services; and
- K. "You" or "your" refers to the owner of the account or any joint account holders.

2. Access to Services

The Credit Union will provide instructions on how to use the Online Access and Bill Pay services. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your User ID and Password. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

3. Access Transactions with Online Access

- A. <u>Transfer of Funds</u>. In addition to viewing account information, you may use Online Access to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers. <u>NOTE</u>: Because regulations require the Credit Union to limit preauthorized transfers (including Online Access transfers), the following limitations apply:
 - Savings accounts. You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer, overdraft protection, PTA, telephone and Online Access combined.
- B. <u>Additional Services</u>. New services may be introduced for Online Access from time to time. The Credit Union will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

4. Schedule of Fees

The Credit Union offers the benefits and convenience of the Online Access service and Bill Pay service to you at no charge.

5. Statements

By signing up for these Services, you agree to receive electronic account statements either monthly or quarterly, depending on the type of account. You may revoke your consent for electronic statements at any time. See the Electronic Statement and Document Agreement.

6. Use of Your Security Password

You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, User ID, or Password;
- Do not leave your PC unattended while you are in the Credit Union's Online Access Site;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

If you believe your Password has been lost or stolen, please use the Password change feature within the Account Preferences section of the Online Access system to change your Password.

If you suspect any fraudulent activity on your account, call the Credit Union immediately at 559-437-7700 or 800-538-3328 between the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday or between 9:00 a.m. and 1:00 p.m. on Saturday. Telephoning the Credit Union is the best way of minimizing your losses and liability. (See: Electronic Funds Transfer Provisions for Consumers)

7. Electronic Mail (E-mail)

If you send the Credit Union an e-mail message, the Credit Union 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.

 <u>NOTE</u>: E-mail transmissions outside of the Online Access site 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 Contact Us link provided in our Online Access site. Use this secure method to e-mail the Credit Union regarding inquiries about an electronic funds transfer error resolution, reporting unauthorized transactions, or contacting the Credit Union regarding other concerns of a confidential nature.

8. Joint Accounts

If you enroll a joint account in these Services, any authorized user of your account may access the account using these Services.

9. Term and Termination

- A. <u>Term</u>. 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.
 - <u>Termination for Cause</u>. We may immediately terminate your electronic access privileges (including the Bill Pay service) without notice to if you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.
 - We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.
- C. <u>Termination for Convenience</u>. 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 Pay is terminated, any prescheduled bill payments made through Online Access will also be terminated. You may notify the Credit Union by one of the following methods:
 - By sending a written letter to the following address: Attention: EECU, P.O. Box 5242, Fresno, CA 93755-5242 or by completing the Online Access Termination Request Form at any of the Credit Union's locations.

We may convert your Online Access and/or Bill Pay service 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.

10. Electronic Funds Transfer Provisions For Consumers

A. <u>Applicability</u>. These provisions are only applicable to online electronic funds transfers that credit or debit a member'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. <u>Your Liability</u>. The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:
 - 1. Tell us at once if you believe your Password has been lost, stolen, or otherwise made available to an unauthorized person. If you tell us within TWO business days after you learn of the loss or theft of your Password you can lose no more than \$50 if these Services were used without your permission.
 - If you DO NOT tell us within 2 business days after you learn of the loss or theft of your Password and we
 can prove that we could have stopped the unauthorized use if you had told us, you could lose as much as
 \$500.
 - 3. If your STATEMENT shows transactions that you did not make tell us AT ONCE. If you do not tell us within SIXTY days after we notified you that it was available for electronic pick-up, 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. You could lose all the money in your account (plus your maximum overdraft line of credit). If a good reason, such as a hospital stay, kept you from telling us, we may extend the time periods.
 - 4. If you tell us orally, we may require that you send us your complaint or question in writing within TEN business days. We will determine whether an error occurred within 10 business days (20 days for new accounts) 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 for transactions involving new accounts, POSs or foreign countries) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (20 days for new accounts) for the amount you think is in error, so that you will have 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. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You can ask for copies of the documents that we used in our investigation. If we determine that there was an error, we will post any credit to which you are entitled to your account, or change a previously-posted provisional credit to a permanent credit. If we determine there was no error entitling you to a credit, we will reverse any provisional credit and pay any overdrafts without charging an overdraft fee for 5 days after we sent you written notice that the credit has been reversed, but only to the extent the overdrafts are equal to or less than the provisional credit amount; overdrafts exceeding the provisional credit amount will be subject to our normal fees. You agree to immediately restore any negative account balance
 - 5. You may notify the Credit Union by telephone, writing, or by email using the Secure Email provided in our Online Access site. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.
- C. <u>Telephone Numbers and Addresses</u>. In case of errors or questions regarding an Online Access or Bill Payment transaction, call 559-437-7700 or 800-538-3328 or write us at: EECU, Attn: Electronic Services Dept, P.O. Box 5242, Fresno, CA 93755-5242.

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

- 1. Your name and account number
- 2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information
- 3. The dollar amount of the suspected error and date on which it occurred.

11. Liability

A. <u>Our Liability</u>. 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 Access or Bill Pay services accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Access and Bill Pay 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.

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) prevents 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 fail 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. <u>Indemnification</u>. 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 Access or Bill Payment account.
- C. <u>Third Parties</u>. 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, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Access or Bill Payment account.
- D. <u>Virus Protection</u>. 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.

12. General Terms and Conditions

- A. <u>Credit Union Agreements</u>. 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 Access 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 our Schedule of Fees
- B. <u>Changes and Modifications</u>. The Credit Union 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 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 Services in whole or in part at any time without prior notice.
- C. <u>Assignment</u>. 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.
- D. <u>Notices</u>. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.
- E. <u>Disclosure of Information</u>. 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 Access 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 valid legal process;
 - If you give us your permission.
- F. <u>Governing Law</u>. This Agreement is governed by the laws of the State of California and applicable federal law.

MONEY MANAGEMENT & PURCHASE REWARDS OFFERS

End User License Agreement

In addition to the above content, if you decide to use either Money Management or the Purchase Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

License Grant and Restrictions

You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the Money Management Service (the "Service") solely to manage your financial data, and the purchase rewards application ("Debit Rewards Offers") to benefit from your debit card purchases.

In addition to the Money Management Service and the Debit Rewards Offers, the terms "Service" and "Debit Rewards Offers" also include any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance, Debit Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Service or Debit Rewards Offers if and when they are made available to you by us or by our third party

vendors. Certain Service and Debit Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the Money Management site or from the Debit Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the Service or Debit Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service, or decompile, disassemble, or otherwise reverse engineer the Service except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Service or Debit Rewards Offers or any services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Service; or (vii) otherwise use the Service, Debit Rewards Offers or any services provided in connection with them except as expressly allowed under this Section 1.

Ownership

The Service and Debit Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

Your Information and Account Data With Us

You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service, Debit Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service, Debit Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the Service, Debit Rewards Offers or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Service, Debit Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the Service, Debit Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

Your Information and Account Data With Other Financial Institutions

Our financial management tools allow you to view accounts that you may have outside our financial institution (this is a process called "aggregation"). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial

institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

Use, Storage and Access

We shall have the right, in our sole discretion and with reasonable notice posted on the Money Management site and/or sent to your email address provided in the Registration Data, to establish or change limits concerning use of the Service and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space you have available through the Service at any time, and (ii) the number of times (and the maximum duration for which) you may access the Service in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Licensee Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Service and any related services to which such changes relate. Your continued use of the Service or any related services will constitute your acceptance of and agreement to such changes. Maintenance of the Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

Third Party Services

In connection with your use of the Service, Debit Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

Third Party Websites

The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service, Debit Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

Export Restrictions

You acknowledge that the Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

Debit Rewards Offers

If you decide you wish to participate in the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

<u>Debit Rewards</u>. You will earn rewards for your participation in the Debit Rewards Offers program based on total purchases. If you participate in the Debit Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Debit Rewards Offers deposit account which is associated with the Debit Rewards Offers program.

<u>Debit Rewards Offers Account</u>. You must use the debit card associated with the Debit Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Debit Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Debit Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Debit Rewards Offers program.
- The rewards information that we provide to you, which is provided "as is" and "as available".
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.

Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

ELECTRONIC STATEMENT AND DOCUMENT AGREEMENT

You agree to electronically receive your account statements, disclosures and other documents related to your account and transactions electronically. As required by law, you are also demonstrating to us that you have the ability to receive documents electronically.

Following is information about the hardware and software you need to receive documents electronically and how to request paper copies. This Agreement does not change how we deliver other documents related to your EECU accounts.

Documents You Agree to Receive Electronically

You agree to receive electronic delivery of:

- 1. Information presented to you as part of an online transaction such as disclosures, forms, notices, account agreements and other information,
- 2. Documents reflecting our decisions regarding your online transactions, including adverse action notices
- 3. EECU's Privacy Policy

Definitions

The following definitions are used in the Agreement:

- "Documents" means transaction documents, bills, account statements, agreements, forms, correspondence, notices, disclosures and any other communications sent to you by or on behalf of EECU.
- "By electronic means" and "electronically" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities (such as the internet, mobile and cellular technologies, EECU automated speech functions, electronic mail, Bill Pay and automatic payment systems).
 "Product Agreement" means the policy, account agreement, or other documents that govern a product or service that you obtain from or through EECU.
- "Site" means www.myEECU.org and any other website owned or operated by EECU.
- "Credit Union" or "EECU" or "us" "we" or "our" refers to Educational Employees Credit Union, unless from the context it clearly includes you (i.e., "both of us" or "either of us").
- "You" or "your" means the user of this site, including any joint account holders, authorized representative or other person to whom you have given your Password.

Hardware and Software Requirements

To access and retain electronic documents you need a computer with access to the internet, the ability to download or print documents, and a current version of a PDF reader. You also need to ensure your web browser version of Internet Explorer, Mozilla Firefox, or Safari are compatible with Online Access. Current version requirements can be found at www.myEECU.org.

Your Ability to Receive Electronic Documents

By clicking "I Accept" you are demonstrating that you have the ability to view and save documents through electronic means.

Updating Your Contact Information

Your e-mail address as stored in Online Access is the contact for electronic delivery of statements and documents. You may update your contact information for electronic delivery of documents by accessing the Account Preferences in the Online Access system.

Your Responsibilities

If you choose to receive documents electronically, it is your responsibility to periodically logon to Online Access and check for the delivery of new statements and documents. You should open and read your statements and documents. Promptly notify us at 559-437-7700 or 800-538-3328 if any statements or documents are not accessible or are incomplete or unreadable.

Changes to This Agreement

We may amend this Agreement at any time. You accept any amendment to this Agreement made by EECU by your continued use of the Online Access service.

Electronic Delivery Procedures

This describes the procedures for electronic delivery, requesting paper copies, and cancellation of e-statements.

<u>Delivery Process.</u> We will deliver electronic documents by posting them on the Online Access website, by electronic mail or by other reasonable methods of electronic delivery. We may send a notice to your email when an electronic document is posted and when applicable by law. Notification will be sent when documents are available for viewing in Online Access. If applicable law or system limitations prevent us from delivering certain documents, we will deliver them as allowed by law.

<u>Requesting Paper Copies</u>. You may request a paper copy of a document that we delivered to you electronically. You should check the Schedule of Fees for charges or conditions applicable to requesting a paper copy of a statement or document. You may request paper copies by using the Contact Us feature in Online Access.

<u>Cancelling Electronic Delivery.</u> If you would like to receive paper statements and documents, you may withdraw your consent to receive electronic documents by writing us or completing the Paper Statement Opt-In form on our website, www.myEECU.org. You should check the Schedule of Fees for charges or conditions applicable to receiving a paper statement.

If we change the minimum hardware or software requirements and you cannot receive information electronically as a result, you will be allowed to choose not to receive electronic disclosures at that time and to do so without any penalty or consequences to you.

Telephone and E-mail Contacts

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