

EVANSVILLE FIREFIGHTERS FCU ONLINE BRANCH DISCLOSURE AND ELECTRONIC STATEMENT CONSENT AGREEMENT

I acknowledge that I have read, and do hereby accept the terms and conditions contained in this Online Branch Disclosure and the Electronic Statement (eStatement) Consent Agreement. This agreement between you and EVANSVILLE FIREFIGHTERS FCU ("we" or "us" or "EFFCU") contains the terms, conditions and disclosures for your Online Branch. Your Online Branch allows you to access your deposit accounts, loans, and lines of credit, and you are subject to the rules and regulations governing the general use of those accounts.

ONLINE BRANCH DISCLOSURE

The first time that you enter the EFFCU's Online Branch using your Personal Identification Number (PIN) will indicate that you have accepted and agreed to electronically receive and comply with EFFCU's Online Branch Disclosure, which appears below, as amended from time to time. Also at that time you will automatically be enrolled in eStatements, eNotices, and Mobile Banking. All terms and conditions applicable to EFFCU's Online Branch apply to Mobile Branch services.

Web access is required to use our Mobile Branch. Mobile service provider download and usage charges may apply. See service provider's terms and conditions.

To access your Online Branch, you will need a computer, internet access, and compliant browser software. To access or read eStatements, you must install an appropriate reader software, such as Adobe Acrobat Reader. The installation, maintenance, and operation of those items are your responsibility. We are not responsible for any errors or failures of your computer equipment or internet connection software.

Your Online Branch can be used at any time, 24 hours a day; however, certain system maintenance or malfunctions may make it unavailable at times. As with all electronic banking, security is contingent upon your responsible behavior in protecting your User ID and Password and your mobile device. You should avoid conducting any mobile or online banking transactions in view of others and should never abandon your device before your transaction is completed.

You warrant and agree that you will not use Credit Union accounts or services to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this agreement. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages, or adverse action of any kind that results directly or indirectly from such illegal use.

Who is Bound by This Agreement

Each person ("signer") agrees to be bound by the terms and conditions of this Agreement. If more than one person signs the Application, enters their PIN, or completes the online Application, all signers are jointly and severally liable. The Credit Union can waive or delay enforcement of its rights as to one signer without affecting its ability to enforce its rights as to the other signers. By accessing the system, or authorizing anyone else to access the system, and/or by signing the Application, you agree to be bound by the terms and conditions of the Agreement.

How To Access Your Accounts

To access your accounts through your Online Branch, you must have your Login ID and an Online Branch password. This information is requested when you enter our Online Branch. For those members enrolling into the Online Branch a help document is available on the Welcome screen.

The password that is used to gain access to your information should be kept confidential, just as you would keep other PIN numbers and security codes confidential.

For your protection we recommend that you change your Online Branch access password regularly. It is recommended that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you share your password with the joint owner of the account, your spouse, or any other individual who is not a joint owner, he or she will have full access to ALL share and loan account information and be able to initiate transactions available through this service.

Personal Identification Number (PIN)

A password is used for your protection. You agree to:

1. Not disclose the password or otherwise make it available to anyone else
2. Use the password as instructed
3. Promptly notify EFFCU of any loss or theft of the password
4. Be liable for the password and for its authorized use as described in this account agreement and disclosure

Password Selection

You will select your own password. The password must comply with all credit union requirements. For your security, your password should not be any part of your social security number, address, birthday, telephone number, or other numbers which could be easily deciphered by another person. You may securely change your password at any time through your Online Branch. You need to verify that your Confidence Word is correct each time you log in. If your Confidence Word is not correct, do not proceed and contact the Credit Union immediately.

Services Offered

You may perform the following functions with your accounts using EFFCU Online Branch: Transfer funds between accounts Obtain balance information for any of your savings, checking, loan, and certificate accounts Make loan payments from any of your savings or checking accounts Make bill payments to preauthorized creditors Determine if a particular item has cleared and print that item Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts. Verify your recent transactions

The information regarding your account balances on this website is provided as a courtesy pursuant to your request. For members that have filed a petition seeking bankruptcy protection under any chapter of the U.S. Bankruptcy Code, no demand for payment is hereby made, and the information provided is not to be construed as an attempt to collect or recover any claim or debt in violation of the provisions of 11 U.S.C. Section 362.

From time to time, we will announce additional services which are available through our Online Branch. Your use of these services will constitute acceptance of the terms and conditions presented at the time they are announced.

Periodic Statements

You have been automatically enrolled in eStatements. By submitting this request, you authorize the credit union to discontinue sending statements via postal mail service and begin sending your statement information electronically. You will receive an checking account statement for each month in which there are transactions or activity on your account. All others will be generated quarterly. You will be notified by email each time that a new statement becomes available for your inspection. It is your responsibility to access the statement. You will need a printer if you want to create a paper copy of your statement. By requesting to receive your statements electronically you are telling the credit union that you have printing capabilities.

If you do not wish to receive your statement electronically you need log in to our Online Branch, go to the Statements tab and select Stop e-Statements or call the credit union during business hours at (812) 424-9396. You are required to

keep the Credit Union informed of your current address to ensure correct mailing of monthly statements. There may be a fee associated with the reinstatement of paper statements.

Notices

You have been automatically enrolled in eNotices. All notices will be sent to you electronically. By subscribing to the eAlerts and eNotices feature, you acknowledge and agree that:

1. The credit union will no longer provide a paper notice
2. eAlerts and eNotices are provided solely as a convenience;
3. eAlerts and eNotices are not a substitute for periodic statements for your designated accounts or any other notices we may send you about your designated accounts, without regard to the manner in which you have chosen to receive such periodic statements or other notices;
4. Such periodic statements and other notices remain the official records of your designated accounts; and
5. Your ongoing obligation promptly to review periodic statements, notices and all other correspondence from us regarding your designated accounts and other services you obtain from us remains in full force and effect. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising in any manner from your providing us a phone number, email address, or other electronic delivery location that is not your own or that you provide in violation of a applicable federal, state or local law, regulation or ordinance. If you choose not to receive your notice electronically, call the credit union during business hours at (812) 424-9396. Your obligations under this paragraph shall survive termination of this agreement.

It is your responsibility to determine that each of the service providers for the communication media supports the email and/or text message eAlerts and eNotices. You agree that the eAlerts and eNotices are subject to the terms and conditions of your agreements with your service provider(s) and that you are solely responsible for any fees imposed for eAlerts and eNotices by your service providers. By electing eAlerts and eNotices delivery to a web-enabled mobile or cellular device, you agree to receive eAlerts and eNotices through that device. Message and data rates may be imposed by your service provider. The frequency of eAlerts and eNotices delivered to your mobile phone or cellular device depends upon the frequency of events triggering requested types of eAlerts and also to eNotices generated by EFFCU.

You acknowledge and agree that:

1. eAlerts and eNotices may not be encrypted and may include personal or confidential information about you and your transactions, such as your name and account activity or status;
2. Your eAlerts and eNotices may be delayed, misdirected, not delivered, or corrupted due to circumstances or conditions affecting your service providers or other parties; and
3. We will not be liable for losses or damages arising from:
 - a. Any non-delivery, delayed delivery, misdirected delivery, or corruption of an eAlert or eNotice.
 - b. Inaccurate, untimely or incomplete content in an eAlert or eNotice,
 - c. Your reliance on or use of the information provided in an eAlert or eNotice for any purpose, or
 - d. Any other circumstances beyond our control.

Termination and Suspension of Privileges

You may terminate use of the Online Branch at any time. EFFCU reserves the right to terminate your use of the Online Branch with or without cause and at our sole discretion. We may do so immediately if:

- You or any authorized user of your account breaches this or any other agreement with the Credit Union (includes account abuse or overdrafts);
- We have reason to believe that there has been or might be an unauthorized use of your account; or you or any authorized user of your account requests that we do so.

We reserve the right to cancel access to the Online Branch if services have not been used within any six month time period.

Change in Terms

If the credit union changes a term or condition originally disclosed to the member in a way that restricts the EFT services available, increases fees or charges, increases the member's liability, or places stricter limits on the dollar amount or frequency of transfers permitted, the credit union must mail or deliver to the member a written notice of the change at least 30 days before the change becomes effective. The credit union need not give prior notice if an immediate change in terms or conditions is necessary to maintain or restore the security of an account or an EFT system. For example, if a credit union determines that a security risk exists and must therefore restrict a member's ATM access to his or her accounts. If, however, the change is made permanent, subsequent notice must be given, unless continued secrecy is essential to maintain the security of the system. For example, the credit union need not notify the member that certain limitations will not be in effect during periods when the system is offline.

Fees

EFFCU reserves the right to initiate or increase fees at any time upon proper notification to you. Please reference the current fee schedule for a list of current fees and charges. Your internet service provider (ISP) probably charges you a fee to access the internet via its server. We have no control over ISP related fees.

Online Transactions

All transactions with your Online Branch are reflected immediately on your account. If the system is down and unable to post your transaction you will see a notice on the screen. We reserve the right to refuse any transaction, including:

- Would draw upon insufficient or non-verified funds
- Would exceed a credit limit, or lower an account below a required balance
- The pin was entered incorrectly
- The money in your account is subject to an uncollected funds hold, legal process, or any other encumbrance or agreement restricting a transaction;
- The failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.
- There may be other exceptions not specifically mentioned above.

By law, Regulation D limits you to a total of six transfers from your savings account each month, including telephone/Internet transfers, overdraft protection transfers, or automatic withdrawals.

Disclosure of Account Information to Third Parties

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

- When it is necessary to complete the transaction;
- 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 agency or court orders or other legal process;
- If you give us your prior oral or written permission.

Protecting Children's Online Privacy

We do not knowingly collect, nor is our Online Branch site designed or directed to use personal information from children under the age of 13 without containing verifiable consent from their parents. Should a child whom we know to be under the age of 13 sends personal information to us, we will only use that information to respond directly to that child, seek parental consent or provide parental notice.

Your Liability for Unauthorized Transactions

Tell us AT ONCE if you believe your password has been lost or stolen and immediately change your password from within the Online Branch section.

Calling is the best way to notify us immediately. You could lose all the money in your account (plus your maximum overdraft protection). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your password without your permission.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If you have authorized someone else to use the PIN, you are responsible for all transactions that person(s) initiates at any time, even if the amount or transactions exceed what you may have authorized.

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number and address listed below in the "How to Notify Us" section.

Error Resolution

In case of errors or questions about Online Branch or your statement, or if you need more information about a transfer listed on the statement, call or write us at the telephone number or address listed in this disclosure. We must hear from you no later than 60 days after we send the first statement on which the problem or error appeared.

If you contact us orally, we may require that you send us your complaint or question in writing within 10 business days. If you contact us via mail, please be sure to include:

1. Your name and account number
2. The error or the transfer you are unsure about, and explain as clearly as you can why you believe it is error or why you need more information
3. The dollar amount of the suspected error

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this we will re-credit your account within 10 business days 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 questions in writing and we do not receive it within 10 business days, we may not re-credit your account.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation and your account will be adjusted accordingly. You may ask for copies of the documents that we used in our investigation.

If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate the error.

How To Notify Us

If you believe your password has been lost or stolen, you should contact EFFCU to change the password immediately. If someone has accessed or may have accessed money from your deposit account without your permission, call us during regular business hours at (812) 424-9396.

EVANSVILLE FIREFIGHTERS FCU
312 N. Fourth Ave
Evansville, IN 47710

Business Hours

For purposes of these disclosures, our lobby hours are:

Monday through Thursday, 9:00 am to 4:00 pm and Friday, 9:00 am to 5:00 pm.

Collection Costs

You agree to pay the Credit Union our reasonable expenses, including court costs and attorney's fees, for enforcing our rights under this Agreement.

Reservation of Rights

Failure or delay by the Credit Union to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and the Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

Other Agreements

Except as stated otherwise, no terms or conditions of any other agreement you may have with the Credit Union will be altered or amended.

Severability

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

ELECTRONIC STATEMENT ("eStatement") CONSENT AGREEMENT

Please read this information carefully and print a copy and/or retain this information electronically for your records.

Definitions

As used in this Agreement, the words "we", "our", "us" and "EFFCU" mean Evansville Firefighters FCU. "You" and "your" refer to the account holder authorized by EFFCU to receive electronic delivery of periodic statements "eStatements" under this Agreement. "Account" or "Accounts" mean your accounts at EFFCU.

Agreement

This Agreement is a contract that establishes the terms covering the electronic delivery of your periodic account statements ("eStatements") for your accounts at Evansville Firefighters FCU (EFFCU). By entering into this Agreement, you accept all the terms and conditions contained herein. If you sign up to receive or are automatically enrolled in eStatements, the terms and conditions of the Membership Account Agreement and disclosures for each of your EFFCU accounts, as well as your other account agreements with EFFCU such as loans, continue to apply.

Consent to Electronic Delivery of Account Statements (eStatements)

When you sign up for eStatements, you agree to receive your periodic account statements online through our eStatement service. You will no longer receive a paper copy of your statement. Your electronic statements will contain the same content as the paper version you have been receiving, which includes: account and transaction activity for your deposit and loan accounts (excluding credit card statement activity), electronic funds transfer transactions, year-to-date interest and error notification procedures. The choice (paper or eStatements) that is recorded on our system on the day the statement is generated will be the only method used to deliver that periodic statement.

When you sign up for eStatements, you also agree to receive online through our eStatement service any notices, disclosures, promotional materials, newsletters, and other such items normally included with the paper version of your periodic statement.

When you sign up for eStatements, you agree to provide a valid email address. You may change your email address from the Online Branch desktop site under the My Info tab. You are not able to change your email address from the Mobile Branch.

Security

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatements for each of your accounts as soon as you receive them. You agree to protect the confidentiality of your account and account number, and your personal identification number and/or password. You understand that personal identification by itself, or together with information related to your account, may allow unauthorized access to your account. For security and privacy reasons, data transferred via eStatements is encrypted.

Periodic Statements

We will send you an email notification at your last email address of record when your eStatement is available. eStatements will be available for 12 months. If you wish to retain them longer, you should download them sometime during the 12 months. You may also wish to print the statements. There are no special equipment requirements; your current printer is all you need.

Although you have elected electronic delivery, you have a right to receive a paper copy of your periodic statement. To request an additional paper copy from the Credit Union please call us at (812) 424-9396 or write to: EVANSVILLE FIREFIGHTERS FCU, 312 N. Fourth Ave, Evansville, IN 47710. Please see our Fee Schedule for applicable statement copy fees.

The current fee schedule is available at any credit union office location.

Hardware and Software Requirements

To access your eStatements, you will need a computer, internet access, and compliant browser software. You must also install an appropriate reader software, such as Adobe Acrobat Reader. The installation, maintenance, and operation of those items are your responsibility. We are not responsible for any errors or failures of your computer equipment or internet connection software. If there is a change in hardware/software requirements associated with this service, we will notify you and provide an explanation of the updated hardware/software requirements. It is your sole responsibility to insure your personal computer and related equipment are compatible with and capable of operating in a manner that allows you to utilize the eStatement Service. If you cannot meet the requirements for any reason, you have the right to withdraw your consent at that time at no cost to you. Withdrawing your consent will terminate your eStatement service.

Exclusion of Warranties

This service and related documentation are provided “as is” without any warranty of any particular kind either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for particular purpose.

Alterations and Amendments

The terms of this Agreement, applicable fees, and service charges may be altered or amended by EFFCU from time to time. In such event, EFFCU shall send notice to you at your address as it appears on EFFCU records. Any continuation of the Service after EFFCU sends you a notice of change will constitute your agreement to such change(s). Further, EFFCU may, from time to time, revise or update the EFFCU program, services, and/or related material(s) rendering prior versions obsolete. Consequently, EFFCU reserves the right to terminate this Agreement as to all such prior versions of the EFFCU programs, services and/or related material(s) and to limit access to EFFCU’s more recent versions and updates.

Your Right to Terminate

You may withdraw your consent to receive eStatements by notifying us in writing or through the Statements tab within your Online Branch. When you notify us in writing, it may take up to thirty (30) days from receipt of your written notice of cancellation to receive your next printed statement.

Our Right to Terminate

You agree that we can terminate your eStatement and revert to printed mailed statements for any reason at any time.

Assignment

You may not assign this Agreement to any other party. EFFCU may assign this Agreement to any present or future, directly or indirectly, affiliated company. EFFCU may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

No Waiver

EFFCU shall not be deemed to have waived any of the rights or remedies hereunder unless such waiver is in writing and signed by EFFCU. No delay or omission on the part of EFFCU exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Governing Law

The laws of the State of Indiana and applicable Federal laws and regulations shall govern this Agreement.

Communications in writing

All communications in either electronic or paper format from us to you will be considered “in writing”. You should print or download for your records a copy of this Disclosure and any other communication that is important to you.

Federal Law

You acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.