

**Heights Auto Workers Credit Union
Online and Electronic Services
Agreement and Disclosure**

This agreement between you and Heights Auto Workers Credit Union contains the terms, conditions, and disclosures. In this agreement, the words “we”, “us”, and “our” mean the Credit Union. The word “account” means any one or more accounts you have with us. The words “you”, “your” and “yours” mean all those who sign the application or signature cards as applicants, joint owners or authorized users. By requesting and using our Home Banking, E-Statements, and/or E-Notice services, each of you, jointly and severally agree to the terms and conditions in the Agreement, and any amendments. Each joint owner, without the consent of any other owner, is authorized to make any transaction permitted under this Agreement.

How to Access Your Accounts:

To access your account through our Home Banking service, you must have your account number and a Home Banking password. This information is requested when you enter our Home Banking pages.

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 Home Banking 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 believe that your password may have been lost or stolen, or that someone has transferred or may transfer money between you accounts without your permission, notify Heights Auto Workers Credit Union at once at 708-758-4277.

You cannot use E-mail to initiate transactions, change information or inquire on your account(s). We will not respond to these types of requests via E-mail since we cannot be certain we are corresponding with you. Please use the appropriate functions within our Home Banking service, call 708-758-4277 or visit the credit union for these functions.

Available Services and Limitations

Heights Auto Workers Credit Union Home banking services permits you to electronically initiate account transactions involving your deposit accounts, loans, and credit cards with Heights Auto Workers Credit Union. You are subject to the rules and regulations governing the general use of those accounts.

The following functions may be performed by members through this service:

- **Transfers:** You may transfer funds between your Shares or Loan Accounts as the account agreements may allow. Transfers done through service MAY NOT immediately charge or credit your account. Transfer will be effective by the next business day after the date of such transaction, but may occur sooner.
- **Account Balances:** You may view your share and loan account balances. It is possible that some transactions that affect these balances, and have been processed by the credit union, are not yet included in the balance at the time you view it. In addition, there may be drafts written against your balance, or other electronic items such as debit card transactions, have not yet been presented to the credit union for payment. The information regarding your account balances on this website is provided to you 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.
- **Transaction history:** You may view the transaction history for any loan or share account. It is possible that some transactions are not yet included in the history at the time you view it even though they may have been processed by the credit union. The main credit union computer system is always the official record of account history. The Home Banking service may be updated several times per day for your convenience in viewing account activity.
- **Download Transactions:** You may download transactions in various formats (as available on our site) for import into personal financial software programs such as Quicken and MS Money.
- **Check Search:** You may search for drafts that have cleared your account. You may also list clearings by date cleared or by check number. The oldest check available will vary but dates will go back, at a minimum, to your last regular statement date.
- **Stop Payments:** You will be allowed to place a stop payment for specific check numbers through the on-line system. Regular stop payment fees will apply.
- **Password Changes:** If you are a Home Banking user, you may change your password at any time from within the Home Banking section. For your protection we recommend that you change your Home Banking password regularly.
- **Additional Services:** From time to time, we will announce additional services which are available through our Home Banking. Your use of these services will constitute acceptance of the terms and conditions presented at the time they are announced.

We Reserve the right to limit access or cancel on-line access at any time.

E-Statements and/or E-Notices

Heights Auto Workers Credit Union E-statement and/or notices service allows you to retrieve, view, and print your account statements and notices from within Home Banking. If you choose e-statements and/or e-notices; you will no longer receive paper statements/notices in the mail. You may request paper copies from which you may be charged a fee. Please refer to our Fee Schedule for current rates. We will send your account notices to you via e-mail to the last known e-mail address provided and verified by you (as per the requirements of the set-up process). Types of notices that may be available electronically include but are not limited to:

Non-Sufficient Funds Notice Overdraft Protection Notice Return Notice
Delinquency Notice

This also includes notices that are required to provide to you under applicable Federal and State statutes and their implementing regulations, as amended from time to time, including:

Truth in Savings Act Privacy Notice Truth in Lending Act
Fair Credit Reporting Act Electronic Funds Transfer Act

Accessibility Heights Auto Workers Credit Union's e-services are accessible twenty four (24) hours, seven (7) days a week. However, services may be inaccessible for a reasonable period of time on a periodic basis due to malfunctions or for system maintenance. In addition, we reserve the right to modify, suspend, or terminate access to your e-service at any time for any reason without notice.

Equipment Requirements You will need a personal computer, web browser with 128 bit encryption, an internet connection and an e-mail address. For E-statements, you will need Adobe Reader to access and print your account statements. For e-notices, you will need to be able to view/print a plain text notice with a program such as Word or Notepad. The installation, maintenance, and operation of those items are your responsibility. We are not responsible for any errors or failure of your telephone service, internet service, internet connection software, home computer or related equipment.

Billing or Statement Errors In case of error or questions about your Heights Auto Workers Credit Union transactions, call us at 708-758-4277 during regular business hours or write to us at 21540 Cottage Grove Ave, Chicago Heights, IL 60411. We must hear from you no later than sixty (60) days after you learn of the error. You will need to tell us:

- Your name and account number
- Why you believe there is an error and dollar amount involved
- Approximately when the error took place

If you notify us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days and correct any errors promptly. If we need more time, we may take up to forty-five (45) days to investigate the complaint, both you will have the use of the funds in question after ten (10) business days. If we ask you to put your complaint or question in writing and we not receive it within ten (10) business days, we may not credit your account during the investigation.

We will notify you with the results within three (3) business days of completing our investigation. If we decide there was no error, we will send you a written explanation. You may request copies of the documents that we used in our investigation.

If you need more information about our error resolution procedures, call us at the telephone number shown above.

Privacy

Our Home Banking database is a private system operated for the exclusive use of our members. WE use SSL encryption and digital server authentication to insure the privacy of your information when sending data between our Home Banking server and your PC.

All Home Banking logins are logged by our server. For authenticated members who use Home banking, we collect and store certain information such as how often you visit the Home Banking section, date, and time of visits, and which pages are being used. We use this information for internal review and product evaluation only. We never sell, transfer or trade this information unless we are compelled to do so by law.

We gather and store additional information available to us on failed login attempts and other activity we consider a threat to our system. In these cases, we will hare this information with companies, agencies and law enforcement officials as we determine necessary or as we are required by law.

Protecting Children's Online Privacy

We do not knowingly, nor are our Home Banking 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 send personal information to us, we will only use that information to respond directly to that child, seek parental consent of provide parental notice.

Liability for Unauthorized Transfers:

Tell us AT ONCE if you believe your password has been lost or stolen and immediately change your password from within the Home Banking section. Calling is the best way to notify us. You could lose all you money in your account. If you tell us within two (2) business days, you can lose no more than \$50 if someone uses your password without your permission.

Also, if your statement shows transfers 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 any money lost after the sixty (60) days if you can prove that we could have stopped someone from taking your money if you had told us in time.

If a good reason kept you from telling us, we will extend the time periods.

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without permission, call 708-758-4277 or write to us at 21540 Cottage Grove Ave., Chicago Heights, IL 60411.

Our Liability

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement/disclosure with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer
- If the Home Banking equipment or software was not working properly and you knew about the breakdown when you started the transfer; if circumstances beyond our control (such as fire, flood or power failure) prevent the transfer despite reasonable precautions that we have taken.

We shall not be responsible for any other loss, damage or injury whether caused by the equipment, software and/or Home Banking service, nor shall we be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software and/or service, except where the law requires a different standard. We do not make any warranties concerning the equipment, the software or any part thereof, including without limitations, any warranties of fitness for a particular purpose or warranties of merchantability.

Enforcement

You agree to be liable to us for any liability, loss or expense as provided in this Agreement that we incur as a result of any dispute involving your accounts or services. You authorize us to deduct any such liability, loss or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions, if applicable.

This agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable laws of the state of Illinois, and by the Bylaws of Heights

Auto Workers credit Union as they now exist or may be hereafter amended. You understand that we must comply with these laws, regulations, and rules. You agree that if there is an inconsistency between the terms of the Agreement and any applicable law, regulation or rule, the terms of this Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement between us.

Termination of Electronic Fund Transfer Service

You agree that we may terminate this Agreement and your electronic fund transfer services if you, or any authorized user of your Home Banking services or passwords, breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or password.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

Home Banking services may be terminated to those members that cause a loss to the Credit Union.

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least thirty (30) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.