

## NUMARK CREDIT UNION ONLINE BANKING AGREEMENT AND DISCLOSURE

**This Online Banking Agreement and Disclosure** (this "**Agreement**") sets forth the terms and conditions governing your use of our Online Banking Service ("Online Service"). By checking the box at the end of this Agreement, you agree to the terms and conditions of this Agreement, and your acceptance of this Agreement on one computer or Mobile Device constitutes your acceptance on any computer or Mobile Device that you may use to access the Online Service. As used herein, the terms "we," "us," "our," and the "Credit Union" refer to NuMark Credit Union. "You" and "your" refer to each person who has applied for or uses the Online Service. Each of your Accounts is also governed by the applicable account agreement and disclosure statement ("**Account Disclosures**").

This Agreement provides consumer protections for our Members who use the Online Service for personal, family, or household purposes, and those consumer protections set forth in this Agreement do not apply if the Online Service is used for business purposes.

### I. DEFINITIONS

In addition to those terms otherwise defined herein, the following terms when used in this Agreement shall have the following meanings:

"**Accounts**" means your accounts with us that are eligible to be accessed through the Online Service and/or Mobile Banking.

"**Bill Payment**" means the bill payment services described herein offered by us through Metavante Services Corporation.

"**Bill Payment Account**" is the checking account from which Bill Payments and fees for use of Bill Payment will be debited or credited, as applicable.

"**Business Day**" means Monday through Friday, excluding any federal or bank holidays.

"**Computer**" or "Personal Computer" or "PC" means your computer, computer system, or any other method of access used to access our website and related equipment and software.

"**Due Date**" is the date reflected on your Payee statement for which the payment is due; it is not the past due date or grace period.

"**eStatement**" shall mean electronic delivery of the Credit Union's account statements.

"**Funds Transfer Service**" means the transfer of funds between any of your accounts with us or any of your accounts at other financial institutions, as described herein.

An "**Item**" is an original: check, cashier's check, official check, U.S. Treasury check, or any other payment instrument, drawn on a financial institution within the United States and payable in U.S. currency that is payable to you. Items are deemed to be "items" under the Uniform Commercial Code and "checks" under the Expedited Funds Availability Act and Regulation CC.

"**Internet Browser**" shall mean a program that you use to access the Internet and view a web page.

"**Mobile Banking**" is the service that grants instant and secure connectivity to your Accounts using your Mobile Device, as described herein.

**"Mobile Deposit"** means the remote deposit capture service that allows you to deposit Items electronically using your supported Mobile Device.

**"Mobile Device"** means any device acceptable to us that provides for the capture of images from Items and for transmission through the clearing process. Supported devices are subject to change without prior notice to you. The term "Mobile Device" shall apply to any mobile device that you use to access Mobile Banking regardless of whether you own such Mobile Device.

**"Mobile Application"** or **"Mobile App"** or **"App"** shall mean a software application for a mobile device.

**"Money Management"** means the financial management service described herein.

**"Online Banking"** shall mean a system allowing individuals to perform banking activities via the Internet.

**"Payee"** is the person or entity to which you wish a Bill Payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

**"Payment Instruction"** is the information provided by you to us for a Bill Payment to be made to a Payee (e.g., the Payee's name, account number, and Scheduled Payment Date).

**"Purchase Rewards"** means the purchase rewards application described herein and includes any other programs, tools, Internet-based services, components, and any "updates" (for example, Purchase Rewards information, help content, bug fixes, or maintenance releases, etc.) related to Purchase Rewards offers.

**"Purchase Rewards Account"** means the checking account associated with the debit card eligible for Purchase Rewards offers.

**"Scheduled Payment"** is a payment that has been scheduled through the Online Service but has not begun processing.

**"Scheduled Payment Date"** is the day you want your Payee to receive your Bill Payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

**"Text Message Banking"** shall mean a service available for Online Banking members for balance inquiry and transfers via text messages.

## **II. ACCESSING ONLINE SERVICE.**

**A. Accessing the Online Service.** To access your Accounts through the Online Service, you must have at least one eligible Account and you must be an authorized signer on such Account. In addition, your primary address must be within the United States. Through the Online Service, you will be entitled to authorize various transactions electronically that otherwise would require written authorization. By using the Online Service, you agree that we are authorized to complete each transaction initiated electronically through the Online Service, including funds transfers and Bill Payments and that this Agreement replaces any requirements you may have otherwise imposed on your Accounts, including multiple signature requirements. We reserve the right to deny you access to the Online Service for any reason, including our inability to verify your identity.

**B. Benefits of Using the Online Service.** With the Online Service, you can manage your personal or small business Accounts from your home or office on your personal computer or Mobile Device. You can use the Online Service to do the following, among other things:

- View Account balances and review transaction history.
- Transfer money between your Accounts and your accounts at other financial institutions.
- Pay bills or transfer funds to select merchants, institutions, or individuals.
- Stop payment on checks.
- View and archive electronic documents, including Account statements and notices.

**C. Username and Password.** Upon initial enrollment in the Online Service, you will be required to create a unique login ID and password. You will use this username and password at the time of each subsequent login to the Online Service. For security purposes, it is recommended that you memorize your password and do not write it down. You may change your password using the My Settings option within the Online Service. We recommend you change your online password regularly and may require that you change your username and password from time to time.

By entering into this Agreement and using the Online Service, you agree to protect the security of your username and password, any other personally identifiable information and your Mobile Device. Any person having access to your username and password and/or your Mobile Device will be able to access the Online Service and review information and make transfers, among other things. Except as otherwise provided herein, you are responsible for all transactions made using your username and password, and all transactions performed using your username and password, even if not intended by you, are considered authorized by you.

**We will never request your username or password. If you are ever contacted by anyone asking for your username or password, you should refuse and immediately contact us. You may be the target of attempted identity theft.** If you believe that your username or password or other means to access your Account, including your Mobile Device, have been lost or stolen or that someone may attempt to use the Online Service without your consent, you must notify us at once by calling the Member Service Center at 815-729-3211 or writing to us at P.O. Box 2729, Joliet, IL 60434 or via secured e-mail. In case of emergency, telephoning is the best way to contact us.

**D. Hardware and Software Requirements.** In order to access and use the Online Service and to receive Communications (as defined herein) electronically, you must have:

- An Internet browser that supports 128-bit encryption, e.g. the latest versions of Microsoft Internet Explorer, Mozilla FireFox, Google Chrome, or Apple Safari. If you are not using one of the supported browsers listed, you may encounter issues within your Online Banking experience. We recommend switching to one of the supported browsers listed in order to ensure you have an optimal Online Banking experience.
- An e-mail account and e-mail software capable of reading and responding to e-mail.
- A personal computer or other device, operating system, and telecommunications connections to the Internet capable of supporting the Online Service.
- Software which permits you to receive, access, and download Portable Document Format or "PDF" files, such as Adobe Acrobat Reader version 8.0 and above (available for downloading at <http://www.adobe.com/products/acrobat/readstep2.html>).

To retain a copy of the Communications, your computer or Mobile Device must have the ability to download and store PDF files. We also recommend that you have a printer capable of printing, for your records, paper copies of the Communications. In order to access and use Mobile Banking you must have

a supported Mobile Device enabled to receive and transmit data, and which includes texting functionality, if required.

It is your responsibility to ensure that all computers and devices, including Mobile Devices, used by you to access the Online Service comply with the Online Service's hardware and software requirements.

**E. Security.** The Online Service utilizes a comprehensive security strategy to protect your Accounts and transactions conducted over the Internet.

We are not responsible for any damage to your computer, modem, Mobile Device, or other property resulting from the use of the Online Service, including damage from any electronic virus, worms, Trojan Horses, or other similar harmful components that you may encounter. You are solely responsible for the proper installation, configuration, and maintenance of any intrusion detection system that you may use, and we will not be responsible if any non-public personal information is accessed via the Online Service due to any virus residing in or being contracted by your computer or your Mobile Device.

**F. Consent to Electronic Delivery.** The following disclosures are required by the Federal Electronic Signatures in Global and National Commerce Act.

**Acceptance of Electronic Delivery.** The Online Service is an electronic, Internet-based service. By checking the box to accept this Agreement and using the Online Service, you are consenting to receive the following categories of information (the "**Communications**") relating to the Online Service electronically. By accepting this Agreement, you further represent that you can receive and access the Communications electronically and that you have satisfied the hardware and software requirements contained in this Agreement. You understand that your ability to receive the Communications is dependent upon your maintaining a valid e-mail address with us.

All Communications in either electronic or paper format will be considered to be "in writing." You should print a paper copy of all electronic Communications and retain copies for your records.

Your consent to receive electronic Communications includes:

- All legal and/or regulatory disclosures and communications associated with the products and services available through the Online Service including Mobile Deposit and any amendments, modifications, or supplements to this Agreement;
- Any initial, periodic, or other disclosure notices provided in connection with the Online Service or Mobile Deposit including any amendments, modifications, or supplements to it, including those required by Federal or State Law;
- Your records of funds transfers and other transactions through the Online Service and Mobile Deposit, including, without limitation, confirmations of individual transactions; and
- Any other communications related to the Online Service.

All electronic Communications will be provided by one of the following methods:

- via e-mail (any electronic Communication sent by e-mail will be deemed to have been received by you when we or our service provider send it to you, whether or not you receive the e-mail);
- by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available;

- to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose;
- by posting the Communications to the Online Service; or
- by requesting you download a PDF containing the Communication.

Your acceptance of this Agreement and consent to receive Communications electronically does not automatically enroll you in eStatements. Your enrollment in eStatements is voluntary, and, to enroll, you will need to complete the steps set forth herein.

**Withdrawal of Consent.** You may withdraw your consent to receive the Communications electronically at any time. To withdraw your consent prior to completing your enrollment in the Online Service, simply exit this session prior to accepting this Agreement. To withdraw your consent after you have already enrolled contact us at 815-729-3211, or write to us at P.O. Box 2729, Joliet, IL 60434. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however, your access and use of the Online Services will be terminated. Upon withdrawal of your consent, you will be required to provide us with a mailing address where we can send any future Communications, and your withdrawal of consent will be effective only after we have a reasonable period of time to process the withdrawal.

Please remember that you have options to manage your electronic delivery preferences and complete withdrawal of your consent may not be necessary. To manage your electronic delivery preferences access the eStatements page and select "Profile".

**Updating Your Records.** It is your responsibility to provide us with an accurate e-mail address, contact information, and other information related to your Account(s) and to maintain and update promptly any change in this information. You can update your contact information by using the Profile page in the Online Service. We may continue to deliver Communications to your address of record until five (5) Business Days after you have updated your records through the Online Service.

**Requesting Paper Copies.** You agree that any Communication delivered electronically will not be mailed to you unless you specifically request it. To request a paper copy of any Communication contact us at 815-729-3211 or write to us at P.O. Box 2729, Joliet, IL 60434. Paper copies of Communications will be mailed at no charge. Copies of previously issued Account statements, copies of checks, or other account specific items may carry a fee. Please refer to the "Fee Schedule" for details of applicable fees.

**Termination or Modification.** We reserve the right, in our sole discretion, to discontinue the electronic delivery of your Communications or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

**G. eStatements.** By registering for eStatements and accepting the terms below, you agree to receive your periodic account statements online through our eStatement service from this point forward. Your online statements may include the periodic account and transaction activity for your deposit and loan accounts; notices for insufficient funds, certificate maturity, and other similar account notices; year-end tax statements for dividends earned and mortgage interest paid; and any disclosures.

We will send you an e-mail whenever your monthly statement, account notice, or tax form is available for review, as well as a link to our website to access and view these documents. You will need Adobe Acrobat Reader software to read your statements, which can be downloaded at no charge from the eStatement registration screen. You will be able to access your statements and other documents online

for a period of 24 months. You also have the option to download or print the documents for your future reference.

You have the right to request and receive your statements and other documents in paper form, and you may withdraw your consent to receive online statements at any time. To do this, first sign on to the e-statement application, then select "settings," and then "discontinue/resume accounts". Select the account(s) you wish to discontinue, and click "discontinue." There is a monthly fee (see fee schedule) for choosing paper statements.

You also agree that it is your responsibility to keep NuMark informed of your current e-mail address. After completion of the E-Statement enrollment process, NuMark will send you an e-mail to confirm your e-mail address and your acceptance of electronic statement delivery.

**H. Fees and Charges.** There are currently no fees for accessing your Account(s) through the Online Service. However, there may be fees associated with certain optional banking services and features (e.g., Popmoney). Please refer to the "Fee Schedule" for details of applicable fees. You agree to pay promptly all fees and charges for services provided under this Agreement and to be responsible for any third-party charges (e.g., Internet, telephone, SMS) incurred by using the Online Service, including Mobile Banking.

We may ask you to designate an Account for the payment of such fees, and you authorize us to charge the Account that you have designated as the payment account. However, if for any reason we cannot access such Account, including because of your closure of such Account, you authorize us to deduct any such fees from any account in your name.

We reserve the right to charge fees in the future for using the Online Service at any time. We will, at our option, notify you online, send a notice to you at the address shown on our records, or send you an e-mail, as required by applicable law. Your continued use of the Online Service will constitute your acceptance of such fees.

**I. New Services.** We may, from time to time, introduce new online services. By using these services when they become available, you agree to be bound by the rules governing your use of the services. Not all services described herein or offered by us in the future may be available to all Members or all accounts.

**J. Transfers from Certain Accounts.** Current federal regulations limit the number of transfers that can be made from certain accounts (e.g., a savings account or money market accounts) as described in the applicable Account Disclosure. A transfer made through the Online Service from such accounts will be subject to the same limitations.

**K. Overdrafts.** If your account has insufficient funds to perform all electronic funds transfers that you have requested for a given Business Day, then:

- Certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority; and
- The electronic funds transfers initiated through the Online Service may result in an overdraft of your account and may, at our discretion, be canceled.

In the event a transfer initiated through the Online Service results in an overdraft of your account, you will be charged an insufficient funds fee as described in the Account and Fee Schedule.

**L. Hours of Accessibility.** You can access your Accounts through the Online Service seven days a week, 24-hours a day. However, at certain times, some or all of the Online Service may not be available, and we will use commercially reasonable efforts to notify you when this occurs.

**M. Secured E-Mail.** We provide you with secured e-mail through the Online Service to ask questions about your Account(s), to provide general feedback and to receive notifications about the Online Service and your Accounts. E-mail is accessible after you sign on to the Online Service. To ensure the security of your account information, we recommend that you use the e-mail feature within the Online Service when asking specific questions about your Account(s). You cannot use e-mail to initiate transactions on your Account(s).

### III. MOBILE BANKING

**A. Mobile Banking.** Mobile Banking is offered as a convenient and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your NuMark Credit Union account information, transfer funds and conduct other banking transactions. To access Mobile Banking, you must be enrolled in Online Service. As part of the registration process, you may be required to provide information about your Mobile Device, as well as the telephone number for your Mobile Device. ***It is your responsibility to provide us with accurate, complete, and current information about you and your Mobile Device and to notify us immediately if any of this information changes or if service to your Mobile Device is terminated.*** We reserve the right to refuse or cancel your registration for Mobile Banking if we cannot verify information about your Mobile Device.

You may also be required to download and install an application or other software to your Mobile Device (a "**Mobile Application**") to access and use Mobile Banking. It is solely your responsibility to download and install the Mobile Application. We have no responsibility to notify you of any changes to or new releases of the Mobile Application and have no liability for any claims or damages arising from or relating to your failure to download and install any required Mobile Application. You agree that the Mobile Application is licensed, not sold, solely for your use in accessing Mobile Banking and is licensed to you "AS IS" without any warranty. WE DISCLAIM ALL WARRANTIES WITH RESPECT TO ANY MOBILE APPLICATION, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. You release us, our service providers, affiliates, and all other parties from all claims and damages that may arise from or relate to your use of any Mobile Application and agree not to reverse engineer, decompile, disassemble, or attempt to learn the source code of any Mobile Application. You understand and agree that although Mobile Banking is encrypted, it may include personal or confidential information about you such as your account activity or status.

You are responsible for maintaining the security of your Mobile Device. Your Mobile Device is subject to the same security risks as a computer, and it is your responsibility to maintain anti-virus and anti-spyware programs on your Mobile Device. Except as otherwise provided herein, you are responsible for all transactions made using your Mobile Device, and all transactions performed using your Mobile Device, even if not intended by you, are considered transactions authorized by you. Mobile Banking will display sensitive information about your mobile Accounts, including balances and transfer amounts. Anyone with access to your Mobile Device may be able to view this information.

Mobile Banking is provided for your convenience and does not replace your monthly account statement(s). In addition, the products, services, or functionality described on the Online Service and this Agreement may not be available through Mobile Banking, and we reserve the right to determine your eligibility for any product, service, or functionality.

#### IV. EXTERNAL LOAN PAYMENTS

You may use the Platform to make one-time funds transfers from accounts that you maintain with third-party financial institutions ("Third-Party Accounts") to make payments on NuMark Credit Union loan-related Accounts ("Incoming Payment Transfers"). You agree to follow any applicable instructional material we provide to schedule and initiate External Loan Payments.

**A. Service Providers.** You acknowledge and agree that we may make the External Loan Payment Service available through or by using one or more third-party service providers. You agree that we have the right to delegate to such service providers all of the rights and performance obligations that we have under this Agreement, and that such service providers will be third-party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

**B. Access to Your Third Party Accounts.** When you use the NuMark Credit Union Platform to transfer funds from Third-Party Accounts, you authorize us to initiate a transaction on your behalf with the financial institutions that maintain such Third-Party Accounts and to retrieve information, and you hereby appoint us as your agent for this limited purpose. You hereby represent to us that you are a legal owner of each Third-Party Account and that you have the right and authority to designate us as your agent in connection with your use of the External Loan Payment Service. If any Third-Party Account is owned by you jointly with other persons, you represent and warrant that each joint owner has consented to your use of NuMark Credit Union's External Loan Payment Service in connection with that Third-Party Account. You, and any joint account holder, are responsible for all fees and charges associated with your Third-Party Accounts and for compliance with all terms and conditions governing or related to such Third-Party Accounts. You acknowledge and agree that we are in no way responsible or liable for your Third-Party Accounts or any products or services related to your Third-Party Accounts, or for any acts or omissions by the financial institutions that maintain such Third-Party Accounts, including (without limitation) any modification, interruption, or discontinuance of any Third-Party Account or any related product or service by such financial institutions. For all purposes related to NuMark Credit Union's External Loan Payment Service, you hereby grant us a limited power of attorney, and you hereby appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place, and stead, in any and all capacities, to initiate transactions with the financial institutions that maintain your Third-Party Accounts, to retrieve information, and to use such information, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person or otherwise. YOU ACKNOWLEDGE AND AGREE THAT WHEN WE INITIATE TRANSACTIONS WITH AND RETRIEVE INFORMATION FROM THIRD-PARTY SITES, WE ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that our third party service providers and contractors shall be entitled to rely on the foregoing authorization, agency, and power of attorney granted by you.

**C. Accuracy of Information You Provide.** You agree to provide true, accurate, current and complete information about yourself and your Third-Party Accounts, and you agree not to misrepresent your identity or information related to your Third-Party Accounts, which information may include user names, passwords, or other access devices for such Third-Party Accounts. You agree to keep all of such information up to date and accurate. You acknowledge that we will rely on the information provided by you, and you authorize us to act on any instruction which has been, or reasonably appears to have been, sent by you. We are not obligated to take any further steps to confirm or authenticate such instructions and may act upon them without further confirmation. You acknowledge and agree that financial institutions receiving requests for the release of Third-Party Account information may rely and act upon such requests. If instructions identify a financial institution for a Third-Party Account by name and number, NuMark Credit Union may execute those instructions by reference to the number only, even if the number does not correspond to the name. You acknowledge that financial institutions may not investigate discrepancies between names and numbers. We shall have no liability for any losses resulting directly, or indirectly, from any of your errors, duplications, ambiguities, or misrepresentations in the information that you provide.



**D. Verification of Instructions.** You acknowledge and agree that any financial institution maintaining a Third-Party Account may contact us to verify the content and authority of instructions and any changes to those instructions. You agree that we, as your agent, may provide to such financial institution such information as may be required to verify the instructions and as may constitute a valid security procedure under the rules governing such Third-Party Account. You agree to allow us to authorize any financial institution that maintains a Third-Party Account to accept instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed to by you directly or by us on your behalf. In addition, you agree that we may authorize such financial institutions to release your Third-Party Account information based solely on these communications.

**E. Communications.** You authorize us to select and use any means we deem suitable to provide instructions to any financial institution that maintains a Third-Party Account. These means may include banking channels; electronic means; mail, courier, or telecommunications services; intermediary financial institutions, and other organizations. You agree to be bound by the rules and regulations that govern applicable systems and networks, including (but not limited to) the rules and regulations of the Clearing House Interbank Payments System (CHIPS) and the National Automated Clearing House Association (NACHA).

**F. Information from Third Party Accounts.** We have no responsibility to review Third-Party Account information provided by you for accuracy, legality, or non-infringement, or for any other purpose. We will not be liable for technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings, or other Service interruptions. We assume no responsibility for the timeliness, accuracy, deletion, non-delivery, or failure to store any user data, communications, or personalization settings. We make no representation or warranty that any Third-Party Account information displayed through NuMark Credit Union's External Loan Payment Service is the most complete, timely, current, or up to date information relating to the Third-Party Account that is available from the financial institution that maintains such Third-Party Account. You should contact the financial institution that maintains your Third-Party Account for verification and confirmation of any information relating to the Third-Party Account. Not all types of Third-Party Accounts are accessible through the External Loan Payment Service, and we reserve the right to qualify and disqualify any types of Third-Party Accounts in our discretion. It is your responsibility to check with the financial institutions that maintain your Third-Party Accounts for restrictions regarding your retirement (401k, IRA, etc.), savings, trust, loan, custodial, business, corporate, and other account types. You agree that we shall not be liable for any costs, fees, losses, or damages of any kind incurred as a result of (i) our access to your Third-Party Accounts, (ii) any inaccuracy, incompleteness, or misinformation contained in the information retrieved from the Third-Party Accounts, or the untimeliness of any such information, (iii) any charges imposed by any financial institution that maintains any Third-Party Account, (iv) the actions or inaction of any financial institution that maintains any Third-Party Account, and/or (v) any action or inaction by you in reliance on any information obtained by you from or through NuMark Credit Unions External Loan Payment Service.

**G. Use of Submitted Information; Promotion of Products and Services.** By submitting information about your Third-Party Accounts, data, passwords, user names, PINs, other log-in information, materials, and other content you submit to us through NuMark Credit Union's External Loan Payment Service, together with information that we create or compile about your use of the External Loan Payment Service ("Submitted Information"), you acknowledge and agree that we may use, copy, modify, display, store, create new material from, and distribute such Submitted Information (i) to provide the External Loan Payment Service to you, (ii) to contact you regarding the External Loan Payment Service status and usage and to inform you about other matters relevant to the External Loan Payment Service and or the information collected by or through the External Loan Payment Service, (iii) to provide information to you about enhancements to the External Loan Payment Service, (iv) to respond to your questions or comments about the External Loan Payment Service, (v) to conduct surveys about the External Loan Payment Service, (vi) to improve the operation of the External Loan Payment Service.

## V. STOP PAYMENT REQUEST ON CHECKS

**A. Stop Payment.** You may request that we stop payment of a check drawn on your checking account. Refer to the Terms and Conditions of Your Account for details.

## VIII. PURCHASE REWARD OFFERS.

**A. License Grant and Restrictions.** You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use Purchase Rewards. You may not do any of the following or 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 Purchase Rewards; (iii) permit any third party to benefit from the use or functionality of Purchase Rewards or any other services provided in connection with it; (iv) transfer any of the rights granted to you under this license; (v) perform or attempt to perform any actions that would interfere with the proper working of Purchase Rewards or any services provided in connection with it, prevent access to or the use of Purchase Rewards or any or services provided in connection with it by other licensees or Members, or impose an unreasonable or disproportionately large load on the infrastructure while using Purchase Rewards; or (vii) otherwise use Purchase Rewards or any services provided in connection with it except as expressly allowed under this Agreement.

**B. Purchase Rewards Offers.** By participating in Purchase Rewards, you acknowledge and agree to the following terms and conditions:

- **Purchase Rewards.** You may earn rewards for your participation in Purchase Rewards based on total purchases, and 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 Purchase Rewards Account which is associated with Purchase Rewards.
- **Purchase Rewards Account.** You must use the debit card associated with the Purchase Rewards Account in order to receive the offers that qualify for the rewards, and 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.** Each offer will specify whether to be eligible for rewards the purchase can be made online, at a store location, or by telephone and each purchase must also comply with any guidelines included with the offer (e.g., offer expiration dates, minimum purchase amounts, purchase limits, etc.).

There may be times that we are unable to track and credit all eligible purchases because of problems with your Internet browser, the merchant's web site or our system. Please contact our Member Support if you believe you have made a qualifying purchase for which you did not receive Debit Rewards.

**C. Limitations of Warranties and Liability.** You understand and agree that neither we nor our third party service providers make any warranties or have any liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in Purchase Rewards;
- Any rewards information provided to you is provided "AS IS" and "AS AVAILABLE";
- Your failure or inability to comply with offer guidelines;

- The accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information; or
- 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.

**D. Third Party Services.** In connection with your use of Purchase Rewards, or any other services provided in connection therewith, 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 and that we have no liability or obligations to you related to any Third Party Services.

## **VI. MONEY MANAGEMENT**

Money Management is a financial management service offered by us but operated by one of our third party service providers. Money Management assists you in managing your finances by consolidating your financial information from third party websites that you designate. Money Management will retrieve and compile your information from designated third party websites ("**3rd Party FIs**") to present the information to you in one source. By accessing the Online Services, you are eligible to access and use Money Management. Your use of Money Management, including the terms governing any information you provide to and information retrieved from 3rd Party FIs in connection with Money Management, will be governed by the Money Management Terms and Conditions, which will be provided to you upon enrollment. If you do not agree to those Terms and Conditions, or any updates thereto, you will be denied access to Money Management.

## **VII. PROVISIONS APPLICABLE TO CONSUMER ACCOUNTS ONLY.**

**The limits on your liability in the "Your Rights and Responsibilities" Section below and the Section entitled "Resolving Errors or Problems" apply only to individuals who access the Online Service for personal, family, and household purposes. Although we may grant these protections to you if you use the Online Service for business purposes, you are not entitled to such protections; we are under no obligation to provide them to you; and we may cease providing them at any time in our sole and absolute discretion.**

**A. Your Rights and Responsibilities.** You are responsible for keeping your username and password confidential. We are entitled to act on a transaction and other instructions received using your username and password, and you agree that the use of your username and password will authenticate your identity and verify the instructions you have provided to us for the transaction(s), including transactions made using your Mobile Device. If you authorize other persons to use your username and password in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing or by e-mail that you have revoked the authorization and changed your username and password. You are responsible for any transactions made by any person you authorize until you notify us that such person is no longer authorized to make transfers or give instructions regarding your Account(s) and change your username and password. We will act promptly to process your username and password change but will have no responsibility for any transfers made under your former username and password during the transition.

You should notify us immediately if (i) you believe your username or password have been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, (ii) the phone number for your Mobile Device is changed or service is terminated, (iii) you believe that your Mobile Device has been lost or destroyed or your Mobile Device or any mobile Accounts have been accessed or used without your authorization, (iv) you suspect any fraudulent activity on your Accounts, or

(v) you believe a transfer has been made using the information from your check without your permission. To notify us call 815-729-3211 during normal business hours, e-mail us through the Online Service or write us at P.O. Box 2729, Joliet, IL 60434. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) Business Days after you learn of the loss or theft of your username or password, you can lose no more than \$50 if someone used your username or password without your permission. If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your username or password, and we can prove that we could have stopped someone from using your username or password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**B. Resolving Errors or Problems.** In case of errors or questions about your electronic transfers, call us at 815-729-3211, e-mail us through the Online Service or write us at P.O. Box 2729, Joliet, IL 60434. Notify us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

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

If you tell us orally we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days (5 business days for Visa®-branded Debit Card point-of-sale transactions processed by Visa and 20 twenty (20) Business Days if the transfer involved a new Account) after we hear from you and will correct any error promptly. If we need more time; however, we may take up to forty-five (45) days (ninety (90) days if the transfer involved a new Account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) Business Days (five (5) business days for Visa®-branded Debit Card point-of-sale transactions processed by Visa and twenty (20) business days if the transfer involved a new Account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Account. Your Account is considered new for the first thirty (30) days after the first deposit is made, unless each of you already has an established account with us before this Account is opened.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation and will debit your Account any amounts that were advanced. You may ask for copies of the documents that we used in our investigation.

Also, if your account statement, including your electronic account statement, shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you or provided electronically, 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 a good reason (e.g., a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**C. Confidentiality.** In addition to any other reasons disclosed herein, we will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for completing transfers;
- 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;
- As required by applicable law, including tax laws; or
- If you give us your written permission.

You can see a full description of our privacy policy by clicking on "Privacy Policy" in the Online Service.

## VIII. GENERAL TERMS

**A. Information Authorization.** In order to provide the Online Service, we must obtain from you certain personal information about you, your Accounts, and your transactions (referred to herein as "**User Information**"). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our Privacy Policy.

**B. Ownership of Intellectual Property.** Either we or our service partners retain all ownership and proprietary rights in the Online Service, associated content, technology, and website(s), and the content, information and offers on our website are copyrighted by us and the unauthorized use, reproduction, linking, or distribution of any portions is strictly prohibited. You may not use Online Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to our business interest, or (iii) to our actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute, or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Online Service.

**C. Third Party Websites.** The Online Service may contain or reference links to websites operated by third parties ("**Third Party Websites**"). These links are provided as a convenience only. Third Party Websites are not under our control, and we are not responsible for the content of or links contained in any Third Party Website. You agree that we are not responsible for any provisions or terms in a Third Party Website and have no liability for any Third Party Website.

**D. Geographic Restrictions.** Although we do not restrict your use of the Online Service outside of the United States, other countries may impose limits on your access.

**E. Governing Law.** This Agreement, with the exception of Bill Payment, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws provisions. Any disputes involving Bill Payment shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws provisions.

**F. Indemnification.** In addition to the indemnifications and limitations on liability contained in the Account Disclosure, you hereby indemnify and hold us harmless and each of our directors, officers, employees, agents, successors, and assigns ("**Indemnitees**") from and against all liability, loss, and damage of any kind (including attorneys' fees and other costs incurred in connection therewith) incurred by or asserted against such Indemnitee in any way relating to or arising out of (i) your use of the Online Service, (ii) any failure by you to comply with the terms of this Agreement or breach by you of any representation or warranty contained herein, (iii) any failure by you to comply with applicable laws and regulations, (iv) any

acts or omissions of you or any third party, (v) our reliance on the information, instruction, license, and/or authorization provided by you under this Agreement, or (vi) your infringement or infringement by any user of your Account(s) of any intellectual property or right of any person or entity.

**G. Amendment; Waiver.** We reserve the right to amend or modify this Agreement at any time in our sole discretion, upon notice to you. Your continued use of the Online Service following such notice constitutes your acceptance of any amendment or modification of this Agreement. We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies.

**H. Termination of Agreement.** We may terminate this Agreement, in whole or in part, or suspend or terminate your access to the Online Service at any time in our sole discretion, with or without notice. If your access to the Online Service is terminated, any unprocessed transfers, including recurring transfers and Bill Payments, will be canceled and not processed. To request reinstatement of the Online Service, call Member Support at 815-729-3211 or by writing us at P.O. Box 2729, Joliet, IL 60434.

**I. Continuing Rights.** You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions.

**J. Force Majeure.** We shall be excused from failing to act or any delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, or other circumstances beyond our control. Also, we may cause any or all of the Online Service to be temporarily unavailable to you, with or without prior notice, for site maintenance, security, or other reasons.

**K. Assignment.** This Agreement is personal to you and may not be assigned. We may assign this Agreement in our sole discretion and may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

**L. Entire Agreement.** This Agreement, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Online Service.

**M. Headings; Severability.** The section headings of this Agreement are for convenience only and shall not limit or affect the meaning or construction of any of the provisions of this Agreement. If for any reason any provision or portion of this Agreement is found unenforceable, the remaining provisions will continue in full force and effect.

## **IX. OUR CONTACT INFORMATION**

You may contact us at any time by calling the Member Service Center at 815-729-3211 or by writing us at P.O. Box 2729, Joliet, IL 60434 or via secured e-mail.