Directions Credit Union
CUOnline (Online Banking), eDocuments and Bill Pay Services Agreement and Disclosures

1. Introduction. This Agreement is the contract, which covers your and our rights and responsibilities concerning online banking services offered to you by Directions Credit Union ("Credit Union"). In this Agreement, the words "you" and "your" mean those who submit an online authorization form and any authorized users. The word "account" means any one or more share accounts you have with the Credit Union. CUOnline is Directions Credit Union name for "online banking". Therefore, online banking and/or CUOnline will be referenced throughout this agreement and disclosure.

By submitting the authorization for the online banking services or by accepting or using the Access Code to make any online banking transaction you agree to the following terms governing your and our rights and responsibilities concerning online electronic funds transfer services. Online banking services and Bill Pay services are electronic funds transfers ("EFTs") that are electronically initiated transactions involving your deposit accounts. For other types of electronic transaction disclosures refer to our Electronic Funds Transfer Agreement located in our Membership Agreement and Disclosures at Directionscu.org.

In order for Directions to electronically communicate to you in a timely manner, it is important that you inform us each time your email address changes so we can properly communicate the availability of your eDocuments, CUAlerts, any changes in terms, or change to our products or services. You can do this by logging in to CUOnline and changing/updating your email address.

2. Online Banking Services. You may use a computer to access your accounts. You must use your Username along with your Password to access your accounts. The online banking service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the online banking services may not be available due to necessary system maintenance. You will need a computer, an internet connection and a web browser (such as Netscape 7.2, Internet Explorer 6.X or higher) to access online banking. You are responsible for the installation, maintenance and operation of your computer and modem. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer. At the present time, Online Banking Services are defined as, and include:

- Transfer funds within the same account between your Savings, Checking, any Money Management and Loan & Credit Card accounts.
- Initiate cross account transfers between your Savings, Checking, any Money Management and Loan accounts.
- Open a Certificate investment account – limited to certain term certificates
- Review account balance, and transaction history for Checking, Savings, Certificates, any Money Management and Loan accounts.
- Change your Username, Password or electronic mail (Email) address.
- Schedule your transfers: as immediate, recurring or future dated.
- View or edit pending transfers, and view completed transfers.
- Initiate One Time and Recurring bill payment transactions from your Checking Account, or cancel pending Bill Pay transactions.
- View and print copies of cleared checks.
- View and print periodic statements.
- Withdraw from your share savings and have a check mailed to your address listed on your membership account record.
- Download selected transactions and account information to personal financial management software.
- Access your eDocuments which include your periodic account statements (eStatements); eNotices (examples include but are not limited to: certificate maturing, negative balance fee, courtesy pay fee, change in terms etc.); and year-end tax information and/or statements.
- Set up and receive account reminders with CUAlerts. Available to receive through email or phone text.
- There may be other features added from time to time at the discretion of Directions Credit Union.
- **Mobile Banking Smart Phone** *(must be a CUOnline user).* You must use your personal identification number (PIN) along with your user name to access your accounts. At the present time, you may use Directions Credit Union Mobile Banking to:
    - Transfer funds from your savings, checking, and Money Management accounts.
    - Obtain balance information for your savings, loan, Money Management, Club, certificate, and credit card accounts.
    - Make loan payments from your savings, checking, loan, Money Management, Club, and certificate accounts.
    - Access your Overdraft accounts.
    - Verify the last date and amount of your payroll deposit.

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- Your accounts can be accessed under Directions Credit Union Mobile Banking via mobile device or other approved access device(s). Directions Credit Union Mobile Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access. The following limitations on Directions Credit Union Mobile Banking transactions may apply:
- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- The maximum withdrawal or transfer amount is $10,000.00 per transaction, and no transfer or withdrawal may exceed the available funds in your account.

When you elect to use COOnline banking you agree that you will receive paperless statements and that we may provide you with any Communications in electronic format, and that we will discontinue sending paper Communications to you, unless and until you withdraw your consent as described below.

2.1 How to Withdraw Consent. You may withdraw your consent to receive Communications in electronic format for any of your accounts by contacting the Credit Union by telephone 1-888-508-2228 toll free 419-841-9838, or in person. A fee for ordering a copy of your statement may be applied as *outlined* in our Fee Schedule.

At our option, we may treat an invalid e-mail address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fees to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your request.

It is your responsibility to provide us with accurate, current and complete-mail address, contact, and other information related to this disclosure and to your accounts, and to maintain and update promptly any changes in this information. You can contact us by phone at 1-888-508-2228 toll free or 419-841-9838 and we will assist you in updating your personal information.

2.3 Federal Law/Regulations. You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting electronic signatures in Global and National Commerce Act, and that you and we both intend that the federal act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

2.4 Termination/Changes. We reserve the right, at our discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications, including any applicable discount for receiving eStatements. We will provide you with notice of any such termination or change as required by law.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a loan account will be subject to your Loan Agreement and Disclosures, as applicable.

3. Online Banking Service Limitations. The following limitations on online banking transactions may apply:

a. Transfers. You may make transfers to your other accounts as often as you like. Transfers from your Savings or any Money Management accounts will be limited to a total of six (6) in any one month. However, transfers made to your loan accounts are not counted as part of the six (6) transfer limitation. All Money Management accounts are subject to additional account limitations and fees set forth in the Terms and Conditions Disclosures and Fee Schedule. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.

b. Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.

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4. Bill Pay Service. Upon enrollment in the Bill Pay service, you agree to follow the requirements of the Bill Payment Service User Instructions, as listed below. Must be enrolled in CUOnline to access and utilize Bill Pay.

a. *Designated Accounts.* You must designate your Checking Account as the account from which payments that you authorize will be deducted. The Checking Account must be current and active with no restrictions. You will be given the ability to set up merchants, institutions or individuals to whom you would like to schedule payments. The following payments are prohibited: governmental agencies, tax payments, court ordered payments, and payments outside of the United States. We reserve the right to not allow the designation of a particular merchant or institution or other categories of payees that we establish from time to time using our electronic services.

b. *Authorized Payments.* When you transmit Bill Pay instruction to us, you authorize us to transfer funds to make the Bill Pay transaction from your designated Checking Account. We will have no obligation to initiate any payment if there are not sufficient funds in your designated account, but may in our discretion do so pursuant to any applicable overdraft agreements. Refer to the Fee Schedule for any applicable fee(s) on Non-sufficient Funds or Courtesy Pay items. We will process Bill Pay transfer requests only to those payees you have authorized and for whom the Credit Union has proper payee information. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. The Credit Union reserves the right to refuse to process payment instructions that reasonably appears to the Credit Union to be fraudulent or erroneous.

You or any persons who you have authorized to use your online banking Username and Password can perform the following transactions:

1. Pay any designated merchant, institution or individual in accordance with this agreement a fixed recurring amount or a variable amount on a one-time payment from your Checking Account.
2. Obtain information (payee information, payment status information, etc.) about your Bill Pay account status.
3. *Bill Pay Transactions*. You authorize us to process bill payments from your Checking Account. You may use the Bill Pay service to initiate two different types of payment transactions:

    - "One-Time" payments are payments that are not reoccurring. The payments can be canceled or changed through online banking up until our Cutoff Time of 7 a.m. Eastern Standard Time (EST) prior to processing the payment, either three (3) business days for paper check requests or one (1) business days for electronic payments.
    - "Recurring" payments are payments that are reoccurring on a fixed interval and fixed amount. You have an option in online banking to set Automatic Payments to continue for a specific number of payments. The payment can be canceled or changed through online banking up until our Cutoff Time of 7 a.m. Eastern Standard Time (EST) prior to processing the payment, either five (5) business days for paper check requests or three (3) business days for electronic payments.

d. *Delivery Time.* Delivery time is set by the bill payment system. When you enter the due date, the system will automatically process the payment based on typical delivery times. This date is determined by the requested transaction being processed electronically or by check. Electronic transactions take a minimum of one (1) business days for processing. Paper checks take a minimum of three (3) business days for processing and mail delivery. The Credit Union cannot guarantee the time that any payment will be credited to your account by the vendor and will not be liable for any service fee, late charge, or finance charge. You must allow sufficient time for vendors to process your payment after they receive a transfer from the Credit Union.

e. *Processing Payments*. It may take up to three (3) business days for merchants to receive your payment. Payments will be sent electronically, by mail or by some other means. You should schedule a payment with sufficient time in advance of the due date of your payment. Payments will be deducted from your account on the due date if processed electronically. If payments are processed by check, once the merchant/payee receives payment, the check will clear your account like a normal draft. It is your responsibility to schedule your payments in such a manner that your obligations will be paid on time. Payment instructions entered after the Cutoff Time of 7 a.m. Eastern Standard Time (EST) or on a weekend or holiday will be processed on the next business day. If you do not allow sufficient time, you assume full responsibility for any late payments, finance charges or service fees that may be imposed as a result of your failure to transmit a timely Bill Pay authorization.

f. *Canceling or Changing Payments*. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for Bill Pay that you have already scheduled for transmission through the Bill Pay service, you may electronically edit or cancel your payment request through the Bill Pay service. Your cancellation request must be entered and transmitted through the Bill Pay service before the Cutoff Time of 7 a.m. Eastern Standard Time (EST) prior to processing the payment instructions. If your request is not entered timely, you will be responsible for the payment.

5. eDocuments - includes Periodic Account eStatements & eNotices

a. *eDocuments*. eDocuments include your periodic account statements (eStatements); eNotices (examples include but are not limited to: certificate maturing, negative balance fee, courtesy pay fee, late payment fee, change in terms etc); and year-end tax statements. Your online periodic statements will include the periodic account and transaction activity for your Deposit and Loan accounts; electronic funds transfer services and periodic notice of billing error rights. You agree to receive any information including but not limited to change in terms, or change to our products and services electronically. Responses to billing error inquiries will be sent to your postal mail address. It is important that you inform us each time your email address changes so we can communicate the availability of your eDocuments, any changes in terms, or change to our service. You can do this by completing the email address change in the online banking (CUOnline).

b. *Monthly Availability*. Your monthly eStatements for your Deposit and Loan accounts will generally be available by the end of business on the 1st day of the month in a secure area of online banking. You may access and view your eStatements at that time.

c. *Access*. Your eDocuments will be available for at least ninety 24 months in online banking and can be obtained by using any type of computer that is linked to the Internet. You may access your eStatements printer friendly pdf documents through CUOnline. You may access your eDocuments as PDF documents through CUOnline. You must have Adobe Acrobat Reader software 4.0 or higher to access the statements which can be downloaded at no cost to you at www.adobe.com. You may want the ability to download and store the eDocuments electronically for your records. If you want to create a paper-copy of your statements for your records, you will also want a printer connected to the computer you use to access your eDocuments. By your consent to receive eDocuments you are telling the credit union that you have printing capability or the capability to store electronically for your records.

d. *Paper Documents*. We will suspend mailing your periodic statements and other documents as described above, when you consent to receiving eDocuments online as part of the Online Banking Services as described in Section 2 above. In order to receive your eDocuments in paper form through the mail, you must withdraw your consent to receive online statements as described in Section 2.1. above.. A fee for ordering a copy of your statement may be applied as *outlined* in our Fee Schedule.

6. *CUAlerts* – Electronic Account Notifications

You can choose to set up and receive CUAlerts to a Personal Computer (PC) or mobile-based cellular telephone. These alerts will not replace any notification otherwise required by law, regulation or any agreement you may have with the Credit Union. The CUAlerts service represents an additional level of communication by the Credit Union to further improve member service. There is no additional charge for this service. You agree to hold the Credit Union completely harmless from any claim and liability whatsoever with respect to any and all instances where you, through CUAlerts, if we fail to provide one or more notices. *Types of CUAlerts include*: *Account Alerts* – specific to account balances, activity or due dates, *Personal Alerts* – create personal reminders, Credit Union *Defined Critical Alerts* – critical updates such as; system maintenance, fraud alerts, etc. critical updates are sent regardless of CUAlert alerts defined by you.

7. Security of Password and Access Code.

a. *Initial Access*. Members must register online to access CUOnline. Sensitive information of the primary accountholder is required to begin registration. Users are required to establish a username (not member account number). Username requirements; must not be the same as the account number or password, must be between 6 and 20 characters long, must start with a letter, must contain only letters/numbers, no spaces or special characters. Password requirements; is case sensitive, must not be the same as your account number or username, must be between 8 and 20 characters long, must contain at least 1 number, must contain only letters/numbers and these special characters ~!@#$%^&?*+=

b. *Security*. A combination of both your Username and your selected Password ("access code") are for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your access code, you understand, that person may use the online banking service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions. The Credit Union suggests to further secure your online account access, you can change your access code on a regular basis and make sure you completely “log out” from online banking

c. *Authorization*. If you authorize anyone to use your access code, in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your access code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your access code is changed. If you fail to maintain or change the security of these access codes and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

8. Member Liability. You are responsible for all transfers you authorize using the online banking services under this Agreement. If you permit other persons to use your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your access code and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For online banking transactions, if you tell us within two (2) business days, you can lose no more than $50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or access code, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as $500.

Also, if your statement shows online banking 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 be liable for the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time periods.

If you believe your access code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or contact us at:

419-841-9838 or 888.508.2228 during normal Credit Union hours;
Directions Credit Union
5121 Whiteford Road
Sylvania, Ohio 43560

9. Business Days. Our business days are Monday through Friday. Holidays are not included.

10. Fees and Charges. There may be certain charges for online banking services as set forth below. From time to time, the charges may be changed. We will notify you of any changes as required by law.

a. The online banking service is free to members.

b. Bill Pay Service Fee(s). Bill Pay Service is free. However, all account fees are applicable. These include Non-Sufficient Funds fee or Courtesy Pay fee (as set forth in the Fee Schedule) will be charged for a Bill pay check payment that is presented and paid as a courtesy or returned due to insufficient or unavailable funds. A stop payment fee (as set forth in the Fee Schedule) will be charged for each stop payment request.

11. Transaction Documentation. Transfers, bill payments and withdrawals transacted through online banking will be recorded on your periodic statement. You will receive an electronic periodic statement.

12. Account Information Disclosure. We will maintain the confidentiality and privacy of your electronic funds transaction information in accordance with our privacy policy as stated on our website at: https://directionscu.org/. However, we will disclose electronic funds transfer information to third parties about your account or the transfers you make in the following limited circumstances:

a. As necessary to complete transfers;

b. To verify the existence of sufficient funds to cover specific electronic transactions upon the request of a third party, such as a credit bureau or merchant;

c. To comply with government agency or court orders;

d. If you give us your express permission.

13. Limitation of Liability for Online Banking Services. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Credit Union, or by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Internet Explorer browser), or by Internet access providers or by online service providers or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, online banking services and Bill Pay services, or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the online banking and Bill Pay services and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

a. If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable.

b. If you used the wrong access code or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and Bill Pay transactions.

c. If your computer fails or malfunctions or the phone lines or Credit Union computer system was not properly working and such problem should have been apparent when you attempted such transaction.

d. If circumstances beyond your control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.

e. If the funds in your account are subject to an administrative hold, legal process or other claim.

f. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.

g. If, through no fault of ours, a Bill Pay or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.

h. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by Credit Union.

i. If there are other exceptions as established by the Credit Union.

14. Termination of Online Banking Services. You agree that we may terminate this Agreement and your online banking services, if you, or any authorized user of your online banking services or access code 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 access code or if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction, or if we reasonably believe your account conduct poses an undue risk of illegality or unlawfulness.

You or any other party to your account can terminate this Agreement by sending an Email cancellation request in online banking or contacting any branch during regular business hours. Termination of service will be effective the first business day following receipt of your notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

15. Notices. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you at least twenty-one (21) days before the effective date of any change, as required by law. This means we will mail you notice or if you have consented to electronic disclosures, we will send it to you through the email address you have designated. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

16. Statement Errors. In case of errors or questions about your online banking transactions, contact us by: telephone at the phone numbers or write us at the address set forth below, as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears.

Contact us at:

419-841-9838 or 888.508.2228 during normal Credit Union hours;
Directions Credit Union
5121 Whiteford Road
Sylvania, Ohio 43560

- Tell us your name and account number.
- Describe the transaction 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 tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (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 question in writing and we do not receive it within ten (10) business days, we may not recredit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

17. Other General Terms.

a. Other Agreements. In addition to this Agreement, you agree to be bound by and will comply with all terms and conditions applicable to your relationship with the Credit Union, as described in your Membership and Account Agreement, prior receipt of which you acknowledge.

b. Severability. In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

18. Enforcement. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the state of Ohio. 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 Ohio 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. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.