



Digital Banking, eDocuments, Bill Pay Services Agreement and eSign Disclosures

Introduction. This Agreement is the contract, which covers your and our rights and responsibilities concerning digital 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. Digital Banking is another name for "online banking". Therefore, online banking and/or digital banking will be referenced throughout this agreement and disclosure.

By submitting the authorization for the digital banking services or by accepting or using the login credentials to make any digital banking transaction you agree to the following terms governing your and our rights and responsibilities concerning online electronic funds transfer services. 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.

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, Alerts, any changes in terms, or change to our products or services. You can do this by logging in to digital banking and changing/updating your email address.

Digital Banking Services. You may use an Internet capable device to access your accounts. You must use your Username along with your Password (login credentials) 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 device, an internet connection and a web browser (such as Chrome, Firefox, Edge or Safari) to access online banking. You are responsible for the installation, maintenance and operation of your device and Internet connection. The Credit Union will not be responsible for any errors or failures involving any Internet service or device. At the present time, Digital Banking Services are defined as, and include: *

- Transfer funds within the same account between qualifying services.
- 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 balance, and transaction history for qualifying 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.
- 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 statements.
- Set up and receive account reminders with Alerts, which are available to acquire through email or text.
- There may be other features added from time to time at the discretion of the Credit Union.
- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in one (1) day.

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

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 at 1-888-508-2228 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 email 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 at 1-888-508-2228 and we will assist you in updating your personal information.

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 the 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.

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.

Digital 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. Some 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.

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. You must be enrolled in digital banking 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. 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 instructions 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, at 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 appear to the Credit Union to be fraudulent or erroneous.

You or any persons who you have authorized to use your digital banking login credentials 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:
 - o "One-Time" payments are payments that are not reoccurring.
 - o "Recurring" payments are payments that are reoccurring on a fixed interval and fixed amount. You have an option in digital banking to set Automatic Payments to continue for a specific number of payments. The payment can be canceled or changed through digital banking.
- c. **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 can take a minimum of five (5) 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.
- d. **Processing Payments.** It may take up to five (5) 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. 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.
- e. **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. If your request is not entered timely, you will be responsible for the payment.

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 digital 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 digital banking.
- 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 24 months in digital banking and can be obtained by using any type of device that is linked to the Internet. You may access your eStatements and eDocuments in a printer friendly PDF format through digital banking. Your device must have Adobe Acrobat Reader software 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 your device 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 Digital Banking Services as described in this disclosure. In order to receive your eDocuments in paper form through the mail, you must withdraw your consent to receive online statements as described in this disclosure. A fee for ordering a copy of your statement may be applied as outlined in our Fee Schedule.



Alerts – Electronic Account Notifications

You can choose to set up and receive Alerts to an internet accessible device. These alerts will not replace any notification otherwise required by law, regulation or any agreement you may have with the Credit Union. The Alerts 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 Alerts, if we fail to provide one or more notices.

Security of login credentials.

- a. **Initial Access.** Members must register to access digital banking. 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. Password is case sensitive, cannot be the same as username or account number, must be a minimum of 8 characters, contain at least one number, one uppercase and one lowercase letter and at least one special character.
- b. **Security.** A combination of both your Username and your selected Password are for your security purposes. The password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your password. You agree not to disclose or otherwise make your password available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your password, 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 login credentials and you agree that the use of your login credentials 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 password on a regular basis and make sure you completely “log out” from digital banking.
- c. **Authorization.** If you authorize anyone to use your password, 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 password 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 password is changed. If you fail to maintain or change the security of these passwords and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

Member Liability. You are responsible for all transfers you authorize using the digital banking services under this Agreement. If you permit other persons to use your password, 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 password and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For digital 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 password, 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 digital 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: 888.508.2228 during normal Credit Union hours; Directions Credit Union 200 N. St. Clair Ste. 1600 Toledo, Ohio 43604

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

Fees and Charges. There may be certain charges for digital 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 digital 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 paycheck 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. An overnight fee will be charged for express payments (member will agree to payment amount prior to processing the request).

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.

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: 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.

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 browsers (such as Chrome, Firefox, Edge or Safari), 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 the Credit Union.
- i. If there are other exceptions as established by the Credit Union.

Termination of Online Banking Services. You agree that we may terminate this Agreement and your digital banking services, if you, or any authorized user of your digital 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.

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.

Statement Errors. In case of errors or questions about your online banking transactions, contact us using the information 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 or by writing to Directions Credit Union 200 N. St Clair Ste. 1600 Toledo, Ohio 43604.

- 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 (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.

Other General Terms.

- 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.
- 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.

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.



Electronic Communications Disclosure and Consent (E-Sign Disclosure)

You have requested Directions Credit Union online services where you can enroll in Directions Credit Union membership, CUOnline Banking, eStatements and Online Bill Pay, request services and open additional accounts, and apply for an online Loan Request (collectively, "Online Services"). By utilizing any of Directions Credit Union Online Services, you agree that Directions Credit Union may, but is not obligated to, send any and all of its communications to you electronically (collectively referred to as "Electronic Communications"). Electronic Communications may include information related to any of Directions Credit Union Online Services or other deposit and loan products, services or features or our decisions related to your application, terms and conditions that govern any deposit account or loan we make to you and all related disclosures. Electronic Communications may also include important information that you would otherwise receive from us through the mail (such as, but not restricted to, notices regarding privacy, changes in terms, and periodic statements, as are required under applicable law). This Electronic Communications Disclosure and Consent form informs you of your rights when receiving these Electronic Communications. If you do not wish to receive communications electronically from us, you may make your request or application by telephone, facsimile or in person at any Directions Credit Union's branch location.

Consent and Acknowledgement. By "accepting" and/or "consenting", you (including any joint account-holders and co-applicants) acknowledge receipt of this Electronic Communications Disclosure and Consent form, evidence your intent to be bound by the all terms contained herein regarding the Electronic Communications above, and consent to the delivery of Electronic Communications via the internet to an e-mail address you designate to receive such Electronic Communications. You also confirm that you meet the Hardware and Software Requirements listed below and are able to access and retain Electronic Communications from us. Your Consent to Electronic Communications applies to all Electronic Communications that we provide to you in connection with your Online Services activity or requests, loan applications and products and services which you have in the past, now or in the future, may have with Directions Credit Union. If you accept/consent to Electronic Communications, we will provide the Electronic Communication on our website or we will send you an e-mail that informs you when relevant information is available for your viewing on our website. That communication will include instructions on how to access the information from our website.

Withdrawing Consent. You can elect to withdraw your consent to Electronic Communications at any time by contacting our Call Center by dialing **1-888-508-2228** during our business hours. The legal validity and enforceability of prior Electronic Communications will not be affected if you withdraw your consent.

Hardware and Software Requirements. Most information on and within our website is provided in either HTML and/or PDF format. To receive Electronic Communications, you must ensure that you are able to receive information electronically and retain it. You must have a computer system with an Internet Web browser capable of 128-bit encryption and Adobe Acrobat Reader in order to receive disclosures electronically. Further, you must have a printer capable of printing any disclosure or statement that are made available on our website and/or emailed to you, and/or have the ability to electronically save and visually display on computer screens such documents. By affirmatively consenting, you confirm that you have access to the necessary hardware and software.

Copies. You may request a paper copy of any Electronic Communication. If you wish to obtain a paper copy of any of the Electronic Communications, you may make a request by contacting our Call Center **1-888-508-2228** during our business hours. There may be a charge to you for a paper copy.

Updating Contact Information. You are responsible for ensuring that we have your current e-mail address for purposes of receiving Electronic Communications. If your e-mail address changes, contact us via CUOnline Banking Service via myProfile or contact our Call Center **1-888-508-2228** to provide us with updated information through which future Electronic Communications will be received by you. If you fail to notify us of any change in your e-mail address, you agree that we may provide Electronic Communications to you at the e-mail address maintained in our records and provided by you. Any Electronic Communications we send to you will be deemed to have been provided on the date we deliver the e-mail to you.