

## ONLINE BANKING, MOBILE BANKING, AND ESTATEMENT AGREEMENT AND DISCLOSURE

This Agreement and Disclosure is the contract between you and Emerald Credit Union, which covers your and our rights and responsibilities concerning the online banking and mobile banking services offered to you by Emerald Credit Union. These services permit you to electronically initiate transactions involving your accounts at the credit union. By requesting and using online banking and mobile banking services, referred to as "Online Services," you agree to the terms and conditions of this Agreement, and any amendments.

Anytime that you access your account(s) through a computer, mobile device, mobile application, or via text alert or text message, you are accessing the account through Online Services. Standard data and text messaging rates may apply.

**ONLINE SERVICES ACCOUNT ACCESS:** If we approve your application for Online Services, you may use your personal computer, mobile device, or any other device that allows for Internet usage to access your accounts at the credit union. You must use the password and username assigned to you, to access your accounts. Each person who is an owner on an account may apply for access via Online Services. Unless the primary owner notifies the credit union otherwise, any person who can transact business on an account as a joint owner will have the same capability electronically. You will need a personal computer, a mobile phone or tablet with access to the Internet in order to use the Online Services. You are responsible for the installation and maintenance of your computer. The Credit Union is not responsible for any errors or failures involving any telephone service, Internet service, or for the software or hardware of your computer.

You may use Online Services to:

- View account balances and transaction history of your share draft (checking), share savings, and loan accounts
- Make transfers between your authorized share draft (checking), and share savings accounts
- Make loan and credit card payments from your share draft (checking) or savings accounts
- Request a withdrawal from your regular share account by check, which will be mailed to the address of record
- View and print checks that have cleared your share draft (checking) account
- Inquire if a specific check number has cleared
- Change your username and password
- Setup and review text alerts
- Access and use the Credit Union's Online Bill Payer service
- Conduct any other transactions permitted by the Credit Union

**TRANSACTION LIMITATIONS:** The following limitations for Online Services transactions may apply in using the services listed below:

You may transfer funds to other accounts of yours at the Credit Union. Federal regulations limit the number of electronic transactions performed on your Share Savings Account(s), Special Savings Account(s), Christmas Club Account(s), and Money Market Account(s). During any statement period, you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, or telephone or computer order or

instruction. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to fees and penalties, up to and including closure by the credit union.

The Credit Union will not be required to complete a withdrawal or transfer from your share accounts if you do not have enough money in the designated account to cover the amount of the transaction. You agree not to use Online Services to initiate a transaction that would cause the balance in your designated share account to go below zero. We will not be required to complete such a transaction, but if we do so, you agree to pay us the excess amount, or improperly withdrawn or transferred amount immediately upon our request. We will also refuse to complete your Online Services transactions if we have cancelled your Online Services access, or if we cannot complete the transaction for security reasons. For security reasons, there may be other limits on the number of transactions or the dollar amount of the transactions you may make using Online Services.

**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 processing time and our Funds Availability Policy.

**MOBILE BANKING:** You may access your account(s) at any time through your mobile device with the device's browser. You may also access your account(s) through Emerald Credit Union's mobile app. All transaction limitations apply when conducting transactions through your mobile device or through mobile apps. Emerald Credit Union does not guarantee that your device will be compatible with mobile banking. It is up to you to maintain proper security features on your mobile device to ensure secure connections to mobile banking.

Emerald Credit Union is not responsible for any fees incurred by your device carrier. Standard data usage fees will apply, as determined by the contract you signed with your mobile device carrier.

**USER SECURITY:** You agree to be mindful of the security and safety guidelines of using Online Services from any computer and/or mobile device. You should never give out account information, or login usernames or passwords to anyone. You agree that if you allow access to Online Services to any unauthorized user, you will be responsible for those transactions and any fees that correspond to the transactions. The credit union will not be liable for any of your losses.

You agree to review communications when an email, SMS, or text message is sent to you. It is your sole responsibility to provide us with your current email address, mobile phone number, and other personal contact information, and to contact us immediately of any changes.

Online Bill Payer is a free service offered by the Credit Union. However, there are fees that are involved dependent upon how you use it. In order to use Online Bill Payer, you must read and agree to the Terms and Conditions listed on the Online Bill Payer site within Online Services.

No Emerald Credit Union employee or any company affiliated with Online Services will contact you via email, text message, or telephone requesting your account number, User ID, password, or any other access codes. If you are contacted by anyone requesting this information, please notify us immediately at 216-581-5881.

**TEXT ALERTS & SMS TEXTING:** To participate in text messaging services, you must have an SMS/text messaging-enabled mobile phone. You are responsible for standard text rates and/or data usage rates that apply in conjunction with any of the terms and conditions of your agreement(s) with your mobile phone carrier.

**ESTATEMENTS:** If you have also enrolled in eStatements, you will receive your Emerald Credit Union account statements electronically. Emerald Credit Union will discontinue sending a paper statement.

Statements may be printed from Online Services, or you may request a paper statement to be mailed to you at the address on file, by contacting the Credit Union at 216-581-5581, Call-24 at 216-581-3166, or by email at <u>service@emeraldgcu.com</u>.

Note: Should you opt to receive eStatements please be advised that you may be mailed one paper statement per year.

By enrolling in eStatements, you also agree to receive all regulatory and account disclosures, amendments, and other communications electronically.

**OPT OUT:** If you would like to receive your account statements in paper form, via United States Postal Service, you may make that request by phone at 216-581-5581, in person at any Emerald Credit Union branch location, or in writing to Emerald Credit Union, 13201 Granger Road, Garfield Heights, OH 44125.

**MOBILE PHONE:** If we need to contact you to service your account or collect any amounts you owe, you authorize us (and our affiliates, agents or contractors) to contact you at any number you provide, from which you call us, or at which we believe we can reach you. We may contact you in any way, such as calling or texting. We may contact you by using an automated dialer or prerecorded message. We may contact you on a mobile, wireless, or similar device, even if you are charged for it.

**FEES:** Use of Online Services with the Emerald Credit Union is free, however, standard account fees do apply (example: overdraft fees). For all fees, please refer to the Fee Schedule.

**CONFIDENTIALITY:** The Emerald Credit Union Privacy Policy will be followed for all Online Services transactions.

**TERMINATION:** If we become aware that Text Alerts or Messages are returned to Emerald Credit Union as permanently undeliverable, we will terminate the Text Banking service. This service may reactivate at any time. If you have not notified us of any changes to your email address or mobile phone number, you agree that your failure to provide us with a valid email address and mobile phone number for this purpose is a lack of ordinary care on your part.

**CHANGES:** The Credit Union reserves the right to make changes to this policy at any time. If changes are made, you will be asked to agree to the new terms the first time you log on after the new terms go into effect.

Please note that not all Online Services features will be available for use in mobile apps, text alerts and SMS texting.