

Bloomington Municipal Credit Union
E-Statements and E-Notices
Agreement and Enrollment
Website Terms of Use

Please read this information carefully and print a copy and/or retain this information electronically for your records.

The Bloomington Municipal Credit Union Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Bloomington Municipal Credit Union Web Site constitutes your agreement to all such terms, conditions, and notices.

Modification of these terms of use:

Bloomington Municipal Credit Union reserves the right to change terms, conditions, and notices under which the Bloomington Municipal Credit Union Site/Services are offered. You are responsible for regularly reviewing these terms and conditions and additional terms. Your continued use of the Bloomington Municipal Credit Union Site/Services constitutes your agreement to all such terms, conditions, and notices.

Personal and non-commercial use limitation:

Unless otherwise specified. The Bloomington Municipal Credit Union Site is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from transfer, or sell any information, software, products or services obtained from the Bloomington Municipal Credit Union site.

This agreement between you and Bloomington Municipal Credit Union (BMCU) contains the terms, conditions, and disclosures for BMCU's e-services which include **Home Banking, E-Statements and E-Notices**.

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

This agreement will provide authorization for electronic delivery of certain Credit Union generated statements, disclosures and notices. These are statements, disclosures and notices that are currently being mailed to you or any that could be mailed to you as other services are provide. Please review the information below prior to giving your consent. In order to receive your bank statements and notices electronically, you are required to be enrolled in the Credit Union's Online Banking System.

BMCU's E-Statements service allows you to retrieve, view, and print your account statements from within Home Banking. You will no longer receive paper statement in the mail. You may request paper copies for which you may be charged a fee.

BMCU's E-Notices service allows you to view and print your account notices from your personal email address. You will no longer receive paper notices in the mail. We will send your account notices to you via e-mail to the last known e-mail address provided and verified by you (as per the requirements of the set-up process). You may request paper copies for which you may be charged a fee.

By electing to receive BMCU's E-Statements and notices online, you are consenting to receive from us by electronic means only, account statements, notices and other disclosures related to your account(s). These notices and disclosures include but are not limited to:

- Regulatory Disclosure Changes in terms and conditions
- Overdraft/Courtesy Pay
- Loan Payment notices, Loan Past Due notices
- Non-Sufficient Funds Notices
- Share Certificate Notices
- Return Notices

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

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

While enrolled for electronic delivery, you may no longer receive the above listed statements and notices in the mail. However, you may be sent other paper documents that contain important information about your accounts. You should continue to review correspondence that we mail to you.

You have the right to obtain a paper copy of any of the above described notices. To obtain a paper copy, please contact the Credit Union at 309-827-7266, notify us in writing, or visit the office located at 602 S Gridley Street, Bloomington, IL 61701. In some cases, research fees specified in the Credit Union's fee schedule may apply to your request.

The same terms apply with respect to electronically delivered statements and notices as for those delivered in paper form. The deposit agreements and disclosures that you previously received from the Credit Union remain in effect.

When your statements and notices are available online, an email notification will be sent to the email address we have on file. It is your responsibility to update any changes in your email address. You can securely update your email address by accessing your online banking account at www.bmcu.org. Simply click on either the home page and click on your email address or click on the services tab and click on change email address.

BMCU's Home Banking service permits you to electronically initiate account transactions involving your deposit accounts, loans, and credit cards with BMCU. You are subject to the rules and regulations governing the general use of those accounts.

Types of Transactions. At the present time, you may use BMCU's Online Home Banking service to access your accounts and perform the following functions:

- Review account balances and transaction history.
- Transfer funds between accounts and make loan and BMCU Visa payments.
- Make check inquiries to view/print copies of your cleared checks.
- Setup and receive online periodic statements and/or e-notices.
- Change your Home Banking password and your email address registered with us.
- Create automatic transfers between Home Banking accounts, automatic transfer to pay BMCU loans or BMCU Visa payments.
- View/print account statements.

Financial Institution's Liability for Failure to Make Transfers. 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 and the instructions you transmit, we will be liable for your actual losses or damages. However, we will not be liable:

- If, through no fault of ours, you do not have adequate available funds in your account to complete a transaction.
- If you used the wrong password or you have not properly followed any applicable computer, internet access, or our user instructions for making transfer and payment transactions.
- If your computer or internet connections fails or malfunctions of the Home Banking service was not properly working and such problem should have been apparent when you attempted such a transaction.
- If you have not given us complete, correct and current instructions to process a transfer or payment.
- If you do not authorize a payment soon enough for it to be made and properly credited by the time it is due.

A minimum requirement for Online Banking is a 128-bit encrypted browser. Supported browsers for Windows Vista and Windows XP are Microsoft Internet Explorer 7.0 or higher, Mozilla Firefox 2.0 or higher, Google Chrome and Opera 8.00 or higher. Supported browsers for MAC OS X 10.3 or higher are Camino 1.5.3 or higher, Apple Safari 2.0 or higher, Mozilla Firefox 2.0 or higher and Opera 8.0 or higher. To open the e-statement, you will need Adobe Reader 7.0.2 or higher.

If there is a change in the hardware/software requirements associated with this service, we will notify you and provide an explanation of the updated hardware/software requirements. It is your sole responsibility to ensure your personal computer and related equipment are compatible with and capable of operating in a manner that allows you to utilize the E-Statement/E-Notice Service. If you cannot meet the requirements for any reason, you have the right to withdraw your consent at that time at no cost to you. Withdrawing your consent will terminate your E-Statement Service.

You have the right to revoke this agreement and thereby withdraw consent to receive statements and notices electronically. To withdraw your consent with no cost to you, just click on the Statements Tab and click on “Stop E-Statements.”

E-Statement Access – Accessing your E-Statement and E-Notices confirms your agreement to be bounded by all disclosures and agreements and acknowledges your receipt and understanding of this agreement.

By accessing your online statements, you will be able to view your account and transaction activity for your deposit and loan accounts, electronic funds transfer transactions, notice of billing error right under Federal Regulations Z and E, and Bloomington Municipal Credit Union communications and/or statement stuffers, which may contain important legal notices that affect you.

In order to access your E-Statement and E-Notices online, you must have an active Member’s Home Banking service established with the Credit Union. Once that is established, you may log on to our home banking site via the Internet, use your member identification to access your account and click on the Statement Tab.

The home banking service is generally available 24 hours a day, seven days a week; however, service may be unavailable from time to time for routine software and hardware maintenance or due to unscheduled down time.

Billing or Statement Errors. In case of error or questions about your BMCU transactions, call us at 309-827-7266 during regular business hours or write to:

Bloomington Municipal Credit Union, 602 South Gridley St, Bloomington, IL 61701

We must hear from you no later than 60 days after we sent the first statement on which the problem appeared:

1. Tell us your name and account number.
2. Describe the error or transaction you are unsure about, and explain as clearly as you can as to why to believe it is an error or why you need more information.
3. Tell us the dollar amount and date of suspected error.

We will investigate the problem within 10 business days after we hear from you and we will correct any error promptly. If we need more time to investigate your complaint or question, however, it may take up to 45 days (90 days if the transfer involved an electronic funds transfer, point of sale transaction, or a foreign-initiated transfer). We may or may not credit your account immediately. If we decide that there was no error, we will contact you by the phone number listed on your account. You may request copies of all documentation used for our decision.

Your Liability for Unauthorized Transactions. Tell us AT ONCE if you believe there have been unauthorized transactions from your account(s). You are responsible for all transfers and bill payments you authorize under this Agreement. Telephoning is the best way of keeping your losses to a minimum. If you notify us within two (2) business days after learning of the loss or theft, you cannot lose more than fifty dollars (\$50), if someone accesses your account without

permission. If you do not notify us within two (2) business days after you learn of the loss or theft, and we can prove you could have stopped the person from accessing your account without permission if you had notified us, you could lose as much as five hundred dollars (\$500). Also, if your statement shows Online Banking transfers that you did not make, notify us at once. If you do not tell us within 60 days after the statement was sent to you, you may be liable for the full amount of loss.

Security of your Password. Your password is for your security, is confidential and should NOT be disclosed to third parties or recorded on paper. You are responsible for safekeeping your password. You agree not to disclose or otherwise make your password available to anyone not authorized to sign onto your accounts. You understand that any joint owner you authorize to use your password may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of your password and the Credit Union suffers a loss, we may terminate your electronic services immediately.

How to notify us in the event of an Unauthorized Transaction or Lost or Stolen Password.

If you believe that someone has stolen or used your password or has transferred money from your account without your permission, call us at 309-827-7266 during regular business hours or write to:

Bloomington Municipal Credit Union, 602 South Gridley St, Bloomington, IL 61701

Electronic “Signature” Agreement and Security – You agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide the Credit Union Instructions while participating in our E-Statement E-Notice Program (“Program”); or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions, constitutes your signature, acceptance and agreements as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to validate your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and Bloomington Municipal Credit Union. You agree and acknowledge that you will keep your member identification and other security codes and identification data confidential, and you will immediately notify the Credit Union should you believe that your member identification has been lost, stolen, or that an unauthorized person has electronically accessed your accounts.

Email Address Required-Notification of Statement Availability – Your email address is required to participate in our E-Statement and E-Notice delivery program. We will send you an email notification at your last email address of record when your online statement is available. You agree to accept responsibility for notifying us if your email address changes. Your online statements will remain accessible on our website for at least six (6) months. If we send your email notification and it is returned to us as undeliverable, you will still be able to access your statement from the internet sit and should do so until we can start sending you your paper form.

Contractual Agreements/Modification – This electronic consent supplements and modifies other agreements that you may have with Bloomington Municipal Credit Union. To the extent that this consent and another agreement contain conflicting provisions, this consent will govern

the delivery of electronic disclosures and statements, but all other contractual obligations of the parties remain subject to the terms of any other agreements. *For example, you will still be required to review any account statements you receive and notify Bloomington Municipal Credit Union within established time periods if there are any errors on your statement.*

Authorization Consent – By agreeing to the terms and conditions of this consent, you represent that you are authorized to enter into this consent for all persons who own or are authorized to access any of your accounts, and that such persons will be bound by the terms of this consent.

Email Communications – You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim for damage arising or in any way related to our response(s) to any email or other electronic communication that we in good faith believe you have submitted to us. We have no duty to investigate to validity or to verify any email or other electronic communication, the email address in your Membership Account Agreement, or any other application or written communication actually received by us.

Although we have no obligation to do so, we reserve the right to require authentication of emails or electronic communications. The decision to require authentication is at the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

Links to third party sites:

The Bloomington Municipal Credit Union Site/Services may contain links to third party Web sites ("Linked Sites"). The Linked Sites are not under the control of Bloomington Municipal Credit Union and Bloomington Municipal Credit Union is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Bloomington Municipal Credit Union is not responsible for webcasting or any other form of transmission received from any Linked Site nor is Bloomington Municipal Credit Union responsible if the Linked Site is not working appropriately. Bloomington Municipal Credit Union is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Bloomington Municipal Credit Union of the site or any association with its operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Sites. Any dealings with third parties (including advertisers) included within the Bloomington Municipal Credit Union Site/Services or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. Bloomington Municipal Credit Union shall not be responsible or liable for any part of any such dealings or promotions.

No unlawful or prohibited use:

As a condition of your use of the Bloomington Municipal Credit Union Site/Services, you will not use the Bloomington Municipal Credit Union Site/Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Bloomington

Municipal Credit Union Site/Services in any manner which could damage, disable, overburden, or impair any Bloomington Municipal Credit Union Site/Service(s) (or the network(s) connected to any Bloomington Municipal Credit Union Site/Service(s)) or interfere with any other party's use and enjoyment of any Bloomington Municipal Credit Union Site/Service(s). You may not attempt to gain unauthorized access to any Bloomington Municipal Credit Union Site/Service, other accounts, computer systems or networks connected to any Bloomington Municipal Credit Union Site/Service, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Bloomington Municipal Credit Union Sites/Services.

Service Contact: kathy@bmcu.org

Termination/Access Restriction:

Bloomington Municipal Credit Union reserves the right, at its sole discretion, to terminate your access to the Bloomington Municipal Credit Union Site/Services and the related services or any portion thereof at any time, without notice.

Bloomington Municipal Credit Union may also terminate or suspend your access to Bloomington Municipal Credit Union Site/Service(s) for inactivity, which is defined as failing to log into a particular service for an extended period of time, as determined by Bloomington Municipal Credit Union. Upon termination of the Bloomington Municipal Credit Union Site/Service, your right to use the Bloomington Municipal Credit Union Site/Service immediately ceases. Bloomington Municipal Credit Union shall have no obligation to maintain any content or to forward any unread or unsent messages to you or any third party.

Copyright and trademark notices:

All contents of the Bloomington Municipal Credit Union Web Site is: © 2005 Bloomington Municipal Credit Union. All Rights Reserved and/or its suppliers, 602 S Gridley, Bloomington, IL, 61701.

Fees and charges. There are no fees for BMCU's Online Banking or E-Statement and E-Notice services. If you request a paper copy of a statement or notice you receive electronically, you may be charged a fee. From time to time, our Fee Policy may change. We will notify you of such changes, as required by law. Any transactions performed through Online Home Banking are subject to charges under the same terms and conditions of your prior account and loan agreements.

Governing Law – This agreement, including the validity of any signatures or consents, any claim, or disputes arising hereunder shall be construed in accordance with and governed by the Laws of the State of Illinois.

We reserve the right to cancel your participation in this program at any time. Please note, the Terms and Conditions or Online Account Services also apply to your use of this service.

I have read and agree to the terms and conditions stated above. I understand that by clicking the “I agree” button and completing the enrollment form, I will stop receiving my paper statements and notices.

07/01/2015