#### **Introduction:**

This page explains the terms and conditions for using our Home Banking Service and provides certain disclosures and information to you concerning the service. Each of your accounts at Streator Onized CU is also governed by the applicable account disclosure/agreement and Truth In Savings disclosure you received when you opened your account.

#### **How To Access Your Accounts:**

To access your accounts through our Home Banking service, you must have your account number and an Home Banking password. This information is requested when you enter our Home Banking pages.

The password that is used to gain access to your information should be kept confidential, just as you would keep other PIN numbers and security codes confidential. For your protection we recommend that you change your Home Banking access password regularly. It is recommended that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money between your accounts without your permission, notify Streator Onized CU at once at (815) 673-5577.

You cannot use Email to initiate transactions, change information or inquire on your account (s). We will not respond to these types of requests via E-mail since we cannot be certain we are corresponding with you. Please use the appropriate functions within our Home Banking service, call (815) 673-5577 or visit the credit union for these functions.

To get an initial password for the Home Banking service, visit the credit union office or call us at (815) 673-5577.

#### Fees:

There is currently no fee for accessing your account(s) through our Home Banking service. We reserve the right impose / change the fee amount, if necessary, after providing 30 days notice to all users at the Home Banking login page and/or e-mail address.

Your Internet service provider (ISP) probably charges you a fee to access the Internet via its server. We have no control over ISP related fees.

### **Available Services and Limitations:**

The following functions may be performed by members through the service:

- **Transfers:** You may transfer funds between your Share or Loan Accounts as the account agreements may allow.
- Check Withdrawals: You may request a check be mailed to you from your account.

- Account Balances: You may view your share and loan account balances. There may be drafts written against your balance, or other electronic items such as debit card transactions, that have not yet been presented to the credit union for payment. The information regarding your account balances on this website is provided to you as a courtesy pursuant to your request. For members that have filed a petition seeking bankruptcy protection under any chapter of the U.S. Bankruptcy Code, no demand for payment is hereby made, and the information provided is not to be construed as an attempt to collect or recover any claim or debt in violation of the provisions of 11 U.S.C. Section 362.
- **Transaction history:** You may view the transaction history for any loan or share account. It is possible that some transactions are not yet included in the history at the time you view it even though they may have been processed by the credit union. The main credit union computer system is always the official record of account history.
- **Download Transactions:** You may download transactions in various formats (as available on our site) for import into personal financial software programs such as MS Money®.
- **View Check Images:** You may view and print images of paid checks that have cleared your account.
- Check orders: You may reorder checks and/or view and order new check styles available through Liberty Check Printers and the credit union.
- Check search: You may search for drafts that have cleared your account. You may also list clearings by date cleared or by check number. The oldest check available will vary but dates will go back, at a minimum, to your last regular statement date.
- **Password Changes:** If you are an Home Banking user, you may change your password at any time from within the Home Banking section. For your protection we recommend that you change your Home Banking password regularly.
- Additional Services: From time to time, we will announce additional services which are available through our Home Banking. Your use of these services will constitute acceptance of the terms and conditions presented at the time they are announced.

We reserve the right to limit access or cancel on-line access at any time.

### **Business Day:**

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

# **Operating Systems and Security:**

Our Home Banking site is designed to operate using world wide web technologies and protocols which are adaptable to a wide range of systems. The Home Banking section uses SSL encryption and requires a browser with a current (unexpired) Thawte Root CA Security Certificate. Some older browsers may not be able to connect to the site without first updating the browser security certificate. Our server uses 40 to 128 bit encryption, depending on the user's browser.

We use cookies to help us administer the Home Banking section. Some browsers allow you to reject cookies from servers. If you don't allow us to set a cookie upon entering the site, you will not be able to log in. The cookie we set contains information we need for security, and allows us to 'time out' your authority to view information. We place the cookie with instructions that it can only be sent to a server in our Home Banking domain (homecu.net). A cookie cannot be used to extract data from your PC. We do not store your Access Code, User Id or Password in your cookie.

The cookie we set will 'time out' your access authority to our Home Banking section. Until it times out, you can come back to our Home Banking without logging in. After the time out period, you will need to log in again. Remember, most browsers will let you use a BACK button to view previously visited documents, even if your viewing authority has expired. For this reason, the only way to keep others from viewing your account balance is to exit the browser when you are finished with your session. The best way is to completely close out of the Internet entirely, so the next person to get on will have to start with a new connection and a new browser. This is especially important if you are using a public or shared computer.

# **Privacy:**

Our Home Banking database is a private system operated for the exclusive use of our members. We use SSL encryption and digital server authentication to insure the privacy of your information when sending data between our Home Banking server and your PC.

All Home Banking logins are logged by the server. For authenticated members who use Home Banking, we collect and store certain information such as how often you visit the Home Banking section, dates and times of visits and which pages are being used. We use this information for internal review and product evaluation only. We never sell, transfer or trade this information unless we are compelled to do so by law.

We may gather and store additional information available to us on failed login attempts and other activity we consider a threat to our system. In these cases, we will share this information with other companies, agencies and law enforcement officials as we determine necessary or as we are required by law.

### **Protecting Children's Online Privacy:**

We do not knowingly collect, nor is our Home Banking site designed or directed, to use personal information from children under the age of 13 without containing verifiable consent from their parents. Should a child whom we know to be under the age of 13 send personal information to us, we will only use that information to respond directly to that child, seek parental consent or provide parental notice.

### **Liability for Unauthorized Transfers:**

Tell us AT ONCE if you believe your password has been lost or stolen and immediately change your password from within the Home Banking section. Calling is the best way to notify us immediately. You could lose all the money in your account. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your password without your permission.

Also, if your statement shows 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 not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason kept you from telling us, we will extend the time periods.

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

# (**815**) **673-5577** or write:

# 120 E Northpoint Dr, Streator IL 61364

#### **Statements:**

All transactions generated by you through our Home Banking service and any Home Banking fees will appear on your monthly or quarterly statement.

## **Our Liability:**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement/disclosure with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer;
- If the Home Banking equipment or software was not working properly and you knew about the breakdown when you started the transfer; If circumstances beyond our control (such as fire, flood or power failure) prevent the transfer despite reasonable precautions that we have taken.

We shall not be responsible for any other loss, damage or injury whether caused by the equipment, software and/or the Home Banking service, nor shall we be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software and/or service, except where the law requires a different standard. We do not make any warranties concerning the equipment, the software or any part thereof, including, without limitations, any warranties of fitness for a particular purpose or warranties of merchantability.

## **Termination of Electronic Fund Transfer Services:**

You agree that we may terminate this Agreement and your electronic fund transfer services if you, or any authorized user of your Home Banking services or password, 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 password.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of

your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

Home Banking services may be terminated to those members that cause a loss to the Credit Union.

#### **Notices:**

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least thirty (30) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

#### **Errors and Questions:**

In case of errors or questions about your electronic transfers, telephone us at (815) 673-5577 or write us at 120 E Northpoint Dr, Streator IL 61364 as soon as you can. We must hear from you no later than sixty (60) days after you learn of the error. You will need to tell us:

- Your name and account number
- Why you believe there is an error and the dollar amount involved
- Approximately when the error took place.

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 and correct any error promptly. If we need more time, we may take up to forty-five (45) days to investigate the complaint, but you will have the use of the funds in question after the ten (10) business days. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account during the investigation.

We will notify you with the results within three (3) business days of completing our investigation. If we decide there was no error, we will send you a written explanation. You may request copies of the documents that we used in our investigation.

If you need more information about our error resolution procedures, call us at the telephone number shown above.

Digital Banking Alerts Terms and Conditions - Disclosure

Your credit union's digital banking alerts service ("alerts") enables you to receive notices from time to time concerning information on your account(s).

By activating one or more of the notices offered by the alerts service, you agree to the following terms and conditions:

The alerts service allows you to request and receive electronic messages about your accounts at the credit union. We send alerts to you based upon the instructions you provide to us. Your instructions are neither reviewed or verified by the credit union at any time prior to or following your activation of the alerts service. You hereby acknowledge and accept that each alert is sent to you without being encrypted and may include your name and information pertaining to your credit union account(s).

You may receive alerts through a text-enabled cellular phone, an email account that is accessed via a personal computer, or both. It is your responsibility to determine if your cellular phone service provider supports text messaging and your telephone is capable of receiving text messages. The credit union's alerts are subject to the terms and conditions of your agreement(s) with your cellular phone carrier and/or internet service provider. You are responsible for any fees imposed by your cellular phone service and/or internet service provider even if your use of the alerts causes those fees to change.

You acknowledge, agree and understand that your receipt of any alerts may be delayed or prevented by factor(s) affecting your cellular phone service provider, internet service provider(s) and other factors outside our control. We neither guarantee the delivery or the accuracy of the contents of any alert. You agree to not hold the credit union, including its agents, employees, or volunteers, liable for any losses, damages or costs that may arise in whole or in part, from:

- 1. a non-delivery, delayed delivery, or the misdirected delivery of any alert;
- 2. inaccurate or incomplete content in any alert; or
- 3. your reliance on or use of the information provided in any alert for any purpose.

The credit union provides this service as a convenience to you for information purposes only. An alert does not constitute an official record for the account to which it pertains. The credit union reserves the right to terminate its alerts service or begin charging a fee for such service at any time without prior notice to you. All provisions of any agreements or disclosures previously made pertaining to your credit union accounts remain in effect and are not superseded or amended by this agreement.

Scheduled Transfers Terms and Conditions - Disclosure Your credit union's digital banking "Scheduled Transfer Service" enables you to manage certain automatic transfers between accounts at the credit union.

# By activating one or more scheduled transfers, you agree to the following terms and conditions:

Each of your accounts at Streator Onized CU is also governed by the applicable account disclosure/agreement and Truth In Savings disclosure you received when you opened your account and the current Terms and Conditions of Your Account disclosure. You may schedule transfers, that do not vary in amount, to automatically occur on a regular schedule of your choice. The Scheduled Transfers that you set up cannot start on the same day you enter them.

Scheduled Transfers will be processed on each scheduled transfer date, if that day is a Business Day. If a scheduled Recurring Transfer date is a non-Business Day, your scheduled Recurring Transfer will be processed on the next Business Day. If a Recurring Transfer is scheduled to occur on the 29th, 30th, or 31st of each month and that date does not exist in a particular month, then the Recurring Transfer will be processed on the following Business Day. Scheduled Transfers are processed prior to 9:00 A.M. on each Business Day. A Scheduled Transfer may be changed or canceled only if done so prior to the scheduled transfer date.

The number of transfers to/from specific share accounts may be limited by the type and terms of the account. Refer to the Truth In Savings and Terms and Conditions of Your Account found at <a href="https://www.socu.org">www.socu.org</a>.

Your Scheduled Transfers are covered under Regulation E. Please refer to the section titled "In Case Of Errors Or Questions About Electronic Transfers" on your statement of account for additional information or within the document Terms and Conditions of Your Account disclosure found at <a href="https://www.socu.org">www.socu.org</a>.

Please be aware that the credit union may permanently cancel any Scheduled Transfer you have set up on this service if the credit union is unable to process the transfer for any reason. This includes, but is not limited to, the inability to process a scheduled transfer because of closed account, insufficient funds or any other reason.

A scheduled transfer may result in an overdraft fee if there is not enough available balance in your account to pay for a transaction. Your available balance is the amount of money in your account that is available for you to use without incurring an overdraft fee. The available balance takes into account things like holds placed on deposits and pending transactions such as debit card purchases that the Credit Union has authorized but that have not yet posted to your account. It is very important to understand that you can still overdraw your account even though the available or actual balance appears to show that there are sufficient funds to cover a transaction that you intend to make. Your available balance may not reflect all of your authorized outstanding transactions (e.g. outstanding checks and automatic bill payments) that have not been paid from your account. See the Checking Account Overdraft and Courtesy Payment Service disclosure at www.socu.org.

All provisions of any agreements or disclosures previously made pertaining to your credit union accounts remain in effect and are not superseded or amended by this agreement.

### STREATOR ONIZED CU

Online Agreement and Disclosures

### Introduction

The use of Streator Onized CU Online Services constitutes acceptance of this agreement and disclosures.

Streator Onized CU Online Services are designed to assist members in communicating with us and providing various means to send and receive data services as it relates to your accounts.

We offer various methods for members to access Online Services including downloadable mobile apps for popular mobile devices, desktop banking, TXT banking, and an online banking website designed for mobile devices. Available services include access to account information, various account fund transfers, mobile remote deposit services, and other related services. Any added Online Services and future features will be governed by this Agreement and Disclosure and by any terms and conditions provided to you at the time the new service or feature is added, or at the time of enrollment for the feature or service if applicable. From time to time, we may amend these terms and modify or cancel the Online Services we offer without notice, except as may be required by Law.

Each of your accounts at Streator Onized CU is also governed by the applicable account disclosure/agreement and Truth In Savings disclosure you received when you opened your account.

#### **Definitions**

As used in this Agreement and Disclosure, the following words will have the definitions given below:

'Account(s)' means your eligible Streator Onized CU checking, savings, loan, share certificates and other Streator Onized CU products and services that can be accessed through the Online Service.

'Device' means any computer such as a PC, MAC, iPad, Tablet, or any cellular telephone, smartphone, or similar wireless communication device onto which you have downloaded software provided by us, or which allows SMS text communications, for the purpose of conducting business with us. Your wireless carrier may assess you fees for data or text messaging services. Please consult your plan or provider for details.

'Online Services' means any banking and/or communication services initiated between you and us using a Device. 'You' and 'Your(s)' mean each person with authorized access to your Account(s) who applies and uses the Mobile Banking Service. 'We',' Us', and 'Credit Union' means Streator Onized CU.

#### **Online Services**

In order to utilize our Online Services, you must be enrolled in Home banking through our website at <a href="https://socu.org/">https://socu.org/</a>.

Using Streator Onized CU Online Services allows you to access your personal account information, use bill pay, transfer funds between your accounts, deposit items remotely, view account statements and conduct other banking transactions and inquires. All services may not be available on all devices because of device or other technical service limitations.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through our Online Services. We may also reserve the right to modify the scope of our Online Services at any time.

Our Online Services may not be accessible over some wireless, or wired network carriers or providers. In addition, services may not be supportable for all Devices. Streator Onized CU cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, or any network, such as-but not limited to, data outages, connectivity outages, or 'out of range' issues.

You agree to accept responsibility for learning how to use Online Services in accordance with the instructions and agree that you will contact us directly if you have any problems with any service.

We may modify any Online Service from time to time at our sole discretion. In the event of any modifications, you will be notified prior to implementation of modifications. You are responsible for making sure you understand how to use each service as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the service or your Device.

You agree that, when you use any Online Service, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may include fees, limitations and restrictions which might impact your use of our services (such as data usage or text messaging charges imposed on you by your mobile service provider), you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other credit union product accessed through this service is also subject to the Account Agreements and Disclosures provided at time of account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of our Online Services.

## **Limitations on Account Transfers**

You may use our Online Services products to transfer funds between your eligible Streator Onized CU accounts. You may not transfer to or from an account at another financial institution using our service.

Federal regulation (Reg. D) requires financial institutions to limit the way withdrawals may be made from a savings account. Each transfer from a savings account using Online Services is counted as one of the six limited transactions permitted during each monthly statement cycle period, as described in the Disclosure of Account Terms.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose limits without notice, at our discretion.

# **Mobile Deposit Capture**

Deposits to your Streator Onized CU account may be made remotely using your smart phone device by submitting an image of the front and back of a check.

A suitability review will be done for all new and existing members and this review will involve consideration of the member's length of membership, transaction activities, overdraft history, frequency and amount of direct deposit and overall relationship with the credit union.

Unacceptable Items for Deposit include:

- \* Checks drawn on a foreign bank
- \* Money orders
- \* Travelers checks
- \* Checks payable to an individual not on the account
- \* An item drawn on your account at Streator Onized CU
- \* An item that contains evidence of alteration
- \* A check previously converted to a 'substitute check', as defined in Regulation CC
- \* A stale dated, expired, or postdated item
- \* Any item that has been re-deposited or returned such as 'non-sufficient funds' or 'Refer to maker' or any other reason
- \* Cash
- \* Savings Bonds

Deposits made through Mobile Banking using the Mobile Deposit Capture method do not fall under the standard provisions of Reg CC - Expedited Funds Availability Act. As such, longer hold periods may apply. You agree to receive notice of extended hold times via the e-mail address, mailing address and/or phone number provided in your Account Application.

We reserve the right to extend any hold placed in an emergency situation where there is a failure of communications or computer equipment and if we have any reason to believe an item will not be paid.

You agree that any items submitted for deposit using our Remote Deposit Capture service include the following Endorsement, Retention and Disposal requirements:

- \* You agree to properly endorse the check on the back as it appears on the Payable to line and the words FOR MOBILE DEPOSIT ONLY STREATOR ONIZED CU are required
- \* You agree to securely store each original check that you deposit using these services for a period of at least sixty (60) days. After sixty (60) days and no later than ninety (90) days after you transmit the original check, you safely destroy the original check
- \* You agree to never re-present a check for deposit
- \* You understand and agree that you are responsible for any loss caused by your failure to secure the original checks
- \* You promptly provide any retained check to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. If you are unable to provide us with the check requested, you will be liable for any unresolved claims by third parties.

# **Fees Charged for Online Services**

Currently, Streator Onized CU does not charge fees for subscribing to or using our Online Services. However, we may assess fees (a) as described in the applicable product or Account Disclosure Statement or current fee schedule.

We reserve the right to institute or change fees for Online Services by sending you prior notice.

# Responsibilities

You represent that you are the legal owner of the Accounts and other financial information which may be accessed using Mobile Banking. You represent and agree that all information you provide to us in connection with any Online Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using our services. You agree not to misrepresent your identity or your account information. You represent that you are an authorized user of the Device you will use to access Online Services. You understand that you are solely responsible to verify that any items deposited using the Mobile Deposit Capture have been received by us.

# **Unavailability of Services**

You understand and agree that the services may at times be temporarily unavailable due to system maintenance or technical difficulties. In the event any of the services included in our Online Services are unavailable, you acknowledge that you can get your account information, deposit an original check, or conduct other business at our branches or by mail.

## **Security**

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Online Services. You agree not to leave your Device unattended while logged into Home banking, Mobile Apps, or any other service and to log off immediately at the completion of each access by you. You agree not to provide any of your access information to any unauthorized person. If you permit other persons to use your Device, login

information or any other means to access Online Services, you will be held responsible for any transactions they authorize and we will not be liable for any damages resulting to you.

We make no representations that any Online Service will be available for use in locations outside of the United States.

#### Conduct

You agree not to use Online Services or the content, or information delivered through any of our services, in any way that would be considered illegal.

## Lost or Stolen Device or Password; Unauthorized Transfers

If you believe your user name (Login ID), password, or any access device has been lost or stolen, or that someone has transferred or may transfer funds from your account without your authorization, contact us AT ONCE at 815-673-5577 or 800-595-2454. For a description of your and the Credit Union's responsibilities and liability with respect to unauthorized transactions review the appropriate sections of your account's Deposit Agreement.

# In Case of Errors or Questions about Your Account

Please refer to the Deposit Agreement given at account opening for a description of the error resolution process as well as how transfer and deposits are processed on your account. If you need a copy of the agreement or have additional questions regarding Online Services, please contact our e-Services Department by using one of the following methods:

- \* Telephone at (800) 595-2454
- \* Email operations@socu.org
- \* Send a message directly from your SOCU home banking account
- \* Streator Onized CU

Member Services Department 120 E Northpoint Dr Streator IL 61364

### **Privacy**

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We may gather and store additional information available to us on failed login attempts and other activity we consider a threat to our system. In these cases, we will share this information with other companies, agencies and law enforcement officials as we determine necessary or as we are required by law.

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## **Operating Systems and Security**

Our Online Services are designed to operate using World Wide Web technologies and protocols which are adaptable to a wide range of systems, as well as operating systems and technologies specific to Devices for which we provide downloadable apps. Online Services use SSL encryption and other methods designed to insure private data transmissions.

We use cookies to help us administer the Home banking section. Some browsers allow you to reject cookies from servers. If you don't allow us to set a cookie upon entering the site, you will not be able to log in. The cookie we set contains information we need for security. We place the cookie with instructions that it can only be sent to a server in our Home Banking domain (homecu.net). A cookie cannot be used to extract data from your Device. We do not store your Access Code, User Id or Password in your cookie. However, we do allow the storage of your Login ID on most downloadable apps

#### Indemnification

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Streator Onized CU its officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs caused or arising from (1) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with our Online Services; (2) your violation of any law or rights of a third party; or (3) your use, or use by a third party of any Online Services.