

## **OSHKOSH COMMUNITY CREDIT UNION ONLINE BANKING** **DISCLOSURE**

### **Terms, Agreements, and Disclosures of Oshkosh Community Credit Union's Online Banking Services**

This agreement is between Oshkosh Community Credit Union (hereinafter "we, us, or our Credit Union"), and each member who has enrolled in Online Banking, together with any person who is authorized by a member to use or access their Online Banking ("hereinafter referred together as "you, your or yours"). Oshkosh Community Credit Union Online Banking is an electronic service provided to increase the convenience for our members. This Agreement supplements other terms and conditions in other Oshkosh Community Credit Union agreements and disclosures, which you may have previously agreed to. To the extent there is any conflict between the terms and conditions of other agreements and this one, this agreement will govern our relations with you for the Online Banking. You warrant and agree that you will not use Oshkosh Community Credit Union accounts or services, to make or facilitate any illegal transactions as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this agreement. You agree that Oshkosh Community Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized users. You further agree to indemnify and hold Oshkosh Community Credit Union harmless from any suits, liability, damages, or adverse action of any kind that results directly or indirectly from such illegal use.

Electronic Disclosure: After you have carefully read this Agreement in its entirety, please indicate your consent to the same and to receiving this Agreement and Initial Disclosure ("Agreement"), electronically by clicking "I Acknowledge". If you are not in agreement with this Agreement, please exit this web site.

### **YOUR USE OF THIS WEB SITE SHALL CONSTITUTE YOUR AGREEMENT TO THE TERMS OF THIS AGREEMENT.**

**1. PROTECTING YOUR ONLINE BANKING TRANSACTIONS.** Security is of utmost importance for Oshkosh Community Credit Union. Oshkosh Community Credit Union strives to provide the most secure environment possible for worry-free online account access. We continually evaluate new technologies to take advantage of evolving security enhancements. Unique User IDs and Passwords are designed to protect your identity. The privacy of communications between your computer and the Online Banking is ensured by the use of encryption. Encryption scrambles information so that unauthorized parties cannot use it. Oshkosh Community Credit Union uses a 256-bit Secure Sockets Layer (SSL) encryption. When visiting Oshkosh Community Credit Union's Online Banking web site, notice the Internet browser displays a closed padlock and the address bar displays https://. This ensures that information is being encrypted. Our server security includes virus protection, network scanners, password management, and firewalls.

**2. DEFINITIONS.** As used in this Agreement, Accounts refers to your checking, savings, or loan accounts you have with Oshkosh Community Credit Union; Services refers to collectively any or all programs, software, products and services offered by the Online Banking which allows you to perform transactions via an Internet connection; Transaction refers to any deposit, payment, transfer, or other instruction relating to any account provided by the Credit Union; Online Banking refers to the software program that hosts Online Banking.

**3. ELIGIBILITY.** In order to enroll and activate the Online Banking, you must be eligible to maintain an account with us. To use the Online Banking, you must use a personal computer or other device with the capacity to interface by modem or otherwise with Oshkosh Community Credit Union's system. Oshkosh Community Credit Union is not responsible for providing any equipment, service, or advice related to equipment necessary to interface with our system, and is not responsible for any error in connection, transmission or otherwise regarding any system, software, entries, or instructions. When using Oshkosh Community Credit Union's Online Banking you must, when prompted, enter your member number as the User ID and your Password. By entering the correct information, you will have direct access to your Oshkosh Community Credit Union accounts.

**4. EQUIPMENT REQUIREMENTS.** To use the Online Banking, you need a computer, smart phone or other device with a modem or a web browser (such as Microsoft Internet Explorer, Netscape Navigator, Mozilla, or an equivalent). You are responsible for the set-up and maintenance of your home computer, smart phone, modem, web browser or other device.

**5. ACCESS.** Your accounts can be accessed via a personal computer, smart phone or other device. Online Banking service will be available for your convenience 24 hours per day. This service will be interrupted for a short time each day and at the beginning of each month for data processing. It may be interrupted to allow for system upgrades and enhancements. We reserve the right to refuse any transaction, which would draw upon insufficient funds, thereby lowering an account below a required balance. The service will discontinue if no transaction is entered after unsuccessful attempts to enter a transaction, and there may be limits on the duration of each Internet connection. You will have five (5) attempts to accurately log in to your online account. If you become locked out, please contact Oshkosh Community Credit Union.

Online Banking allows you to review recent transactions on loans, checking, and savings accounts; to transfer funds among your accounts; to transfer funds to another account on which you are a joint owner within Oshkosh Community Credit Union; to see a summary of your accounts; to make transfer payments to loan accounts; and to receive and send electronic messages to the Oshkosh Community Credit Union.

You understand that we may not immediately receive e-mail communications that you send and will not take action based upon e-mail requests until we receive your message during regular business hours, and have reasonable opportunity to act. If you need to

contact the Oshkosh Community Credit Union immediately, you may call (920) 233-1952.

You cannot use E-mail 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 Internet Online Banking service, call (920) 233-1952 or visit the credit union for these functions.

**Additional Services:** From time to time, we will announce additional services which are available through our Internet Online Banking. Your use of these services will constitute acceptance of the terms and conditions presented at the time they are announced.

**6. USER ID AND PASSWORD.** You will be assigned a personal User ID and a Password that you will use to obtain access to the Online Banking. You authorize us to follow any instructions entered through the Service using your User ID and Password. Because your User ID and Password can be used to access your Accounts and to access information about these Accounts, you should treat your User ID and Password with the same degree of care and secrecy that you use to protect your ATM security code and other sensitive financial data. We may ask you to change your User ID and Password from time to time for security reasons. You agree not to use any language that is abusive, harassing, libelous, defamatory, obscene, or threatening when defining your Password or any other personalization of your Accounts.

**7. SHARING YOUR USER ID AND PASSWORD WITH OTHERS.** You agree not to give or make available your User ID, Password, or account numbers to any person who is not authorized to access your Online Banking account. If someone to whom you have granted authority to use your User ID and Password exceeds such authority, you are fully liable for all payments made by such person until you have notified us that you have terminated the authority granted to such person and have given us a reasonable period of time to act upon such notice. We may require that you put such notice in writing. Upon receipt of such notice we may require you to immediately change your User ID and Password, and to identify the person or persons you believe to have exceeded such authority. You agree to cooperate with us in the investigation and prosecution of any person who has obtained and used your User ID and Password without your authorization and/or in excess of your authority.

**8. TERMINATION.** You may terminate your use of the Service at any time by contacting the Oshkosh Community Credit Union. The Oshkosh Community Credit Union reserves the right to limit access or cancel on-line access at any time.

**9. LIMITATION OF LIABILITY.** Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special or consequential, caused by the Service or the use thereof or arising in any way out of the maintenance of the Oshkosh Community Credit Union or the Online Banking web site, even if we have been advised of the possibility of such damages or losses. We

are not responsible for any loss, damage or injury resulting from an interruption in your electrical power, telephone, internet, or mobile telephone; the disconnecting of your telephone, internet, or mobile telephone access device, the failure or unavailability of Internet access; problems with Internet service providers, any defect or malfunction of your PC, modem, or telephone line, internet connection or mobile telephone connection.

**10. ENTIRE AGREEMENT.** This Agreement constitutes the complete and exclusive agreement between you and the Oshkosh Community Credit Union related to the Online Banking Service. Any other agreement or disclosure with respect to your accounts for the services made by or with Oshkosh Community Credit Union is separate and distinct from this Agreement.

**11. AMENDMENTS.** We may amend or change any of the terms and conditions of this Agreement at any time upon reasonable notice to you. If you do not agree to the change or amendment, you may notify us prior to the effective date of the change or amendment and cancel your access to the Service. Your continued use of the Service after the effective date of change will be deemed acceptance of the change or amendment.

**12. SEVER ABILITY.** If any provision of this Agreement is determined to be void or invalid, the remainder of this Agreement shall remain in full force and effect.

**13. FEES:** There is no fee for Internet Online Banking service at this time. We reserve the right to change the fee amount, if necessary, after providing 30 days' notice to all users at the Online 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.

**14. PRIVACY NOTICE:** Oshkosh Community Credit Union, your member-owned financial institution, is committed to providing you financial Products and service to meet your needs and reach your financial Goals. We are equally committed to protecting our member's Privacy.

Call and ask a member services representative for a copy of our Privacy Policy explaining how we collect, use and safeguard your personal financial information.

If you have any questions, please call (920) 233-1952. Please click on the "PRIVACY POLICY" icon on our home page for more information.

**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 Online 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.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500. 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: (800) 882-0244 or write:

Oshkosh Community Credit Union  
250 Pearl Ave  
Oshkosh, WI 54901

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

**OUR LIABILITY:** We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make a requested transfer; If the Online 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 or flood) prevent the transfer despite reasonable precautions that we have taken.

**ERRORS AND QUESTIONS:** In case of errors or questions about your electronic transfers, telephone us at (800) 882-0244 or write us at Oshkosh Community Credit Union 250 Pearl Ave. Oshkosh, WI 54901 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.
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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.

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for 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.