

EVERETT CREDIT UNION

AGREEMENT and DISCLOSURE STATEMENT

This Agreement establishes the rules that cover your electronic access to your account(s) at Everett Credit Union (“Credit Union”) through Online Banking. You will be bound by this Agreement when you enroll in Online Banking. You also accept all the terms and conditions of this Agreement by using Online Banking. Please read it carefully and retain for your records.

This Agreement is also subject to applicable federal laws and the laws of the Commonwealth of Massachusetts (except to the extent this Agreement can and does vary from such rules or laws). If any provisions of this Agreement are found unenforceable or invalid, all remaining provisions will continue in full force and effect. The headings in the Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party or any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the Credit Union’s successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation, or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement. This Agreement, together with the Membership and Account Agreement constitutes the entire agreement between you and the Credit Union with respect to the subject matter hereof and there is no understanding or agreements relative hereto which are not fully expressed herein.

The words “you”, “your”, and “yours” refer to the Everett Credit Union member(s) jointly and severally. The words “we”, “us”, “our”, “ECU” and “Credit Union” refer to Everett Credit Union. This Agreement and Disclosure Statement (hereinafter “Agreement”) explains and describes the types of Electronic Funds Transfers which are available to you with Online Banking. This Agreement also contains your rights and responsibilities concerning transactions that you make through Online Banking, including your rights under the Electronic Funds Transfer Act.

To qualify for access to Online Banking, you must be a Credit Union member in good standing. Online Banking may not be accessible to Business and Organizational accounts. Other conditions may apply.

ENROLLING FOR ONLINE BANKING

Members enrolling for Online Banking will be required to reset their security code upon initial login. You accept responsibility for periodically changing your Security Code and protecting the integrity of the Logon ID to protect unauthorized transactions and account access. Granting access to your account via Online Banking to any non-owner will make you financially liable for all losses or misuse of your account(s).

ONLINE BANKING

You may reach Online Banking at www.everettcu.org. You may access Online Banking 7 days a week, 24 hours a day, 365 days a year, although some or all of the Online Banking services may not be available occasionally due to emergency or scheduled system maintenance. The use of your Logon ID is required to access Online Banking. You can perform the following transactions on ALL ACCOUNT(S) TO WHICH YOU ARE AUTHORIZED AND HAVE BEEN GIVEN ACCESS TO:

- a) Obtain balances and other account information on share/savings and draft/checking accounts in addition to share certificates, IRAs, and loans. Online Banking may NOT support information regarding Visa® Credit Card accounts.
- b) Make transfers between share/savings, draft/checking, and loan accounts.
- c) Review available account history.
- d) Make transfers from your share accounts to other share accounts that you share an approved association.
- e) View check copies.
- f) Re-order checks.
- g) Change address.
- h) Apply for a Loan.

LIMITATIONS ON TRANSFERS

Federal regulations limit transfers for share/savings accounts and money market accounts, if applicable. For Share Savings or Money Market Accounts, during each monthly statement period, you are limited to making no more than six (6) transfers to another account with us or to a third party by means of preauthorized or automatic transfer, or telephonic agreement, order or instruction, or by check, draft, debit card (ATM withdrawals do not count) or similar order made by you and payable to third parties. For purposes of this limitation (if applicable) transfers made by using Online Banking services are counted against the permissible number of transfers. If you exceed these limitations, your account may be subject to a fee or be closed. We will not be required to complete a withdrawal or transfer from your account(s) if you do not have enough money in the designated account(s) to cover the transaction. You agree not to use Online Banking to initiate a transaction that would cause the balance in your designated account(s) to go below zero. If you have a line-of-credit, you agree not to use Online Banking to initiate a transaction that would cause the outstanding balance of your line-of-credit to go above your credit limit. We will not be required to complete such a transaction, but if we do, you agree to pay us the excess amount or improperly withdrawn amount or transferred amount immediately upon our request. We also will refuse to complete your Online Banking transactions if we have canceled your Online Banking service, or we cannot complete the transaction for security reasons. Please refer to the Master Account Agreement Disclosure for additional information.

The functions and limitations of Online Banking may be updated, without notice, at the option of the Credit Union in order to provide improved service to the membership.

ONLINE BANKING FEES

Currently there is no monthly service fee for using Online Banking. However, we may implement a fee as required by applicable federal and/or state regulations and in such case, we will notify you as soon as practicable. If at that time, you choose to discontinue using Online Banking, you must notify us in writing or by other acceptable means approved by the Credit Union.

ACCOUNT STATEMENTS

Your periodic statement will identify each electronic transaction. You will receive a monthly account statement for each month in which you initiate electronic transactions.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.

In case of errors or questions about electronic transfers, telephone us at: 617-389-9000, e-mail us at memberservices@everettcu.org or send us a written notice to the address below as soon as possible. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

Everett Credit Union
Attention: Member Services
650 Broadway
Everett, MA 02149

- a) Tell us your name and member number.
- b) Describe the error or the electronic 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.

LIABILITY FOR UNAUTHORIZED TRANSACTIONS

You will be liable for unauthorized access to accounts via Online Banking to the extent allowed by applicable federal and state law. You must tell us AT ONCE if you believe your Member number, or Logon ID, or any record thereof, has been lost or stolen, or if any of your accounts have been accessed without your authority. You may telephone us at 617-389-9000, e-mail us at memberservices@everettcu.org, or mail to Everett Credit Union, 650 Broadway, Everett, MA 02149. You could lose all the money in your accounts, plus your maximum overdraft line-of-credit.

Further, if your statement shows transfers that you did not make, you must tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not receive any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had notified us in time.

TRANSACTIONS THAT ARE NOT COMPLETED

The "Limitations on Transfers" section of this Agreement lists a number of situations in which we do not agree to complete withdrawals or transfers. We also will not be liable:

- a) If we have terminated this Agreement.
- b) If through no fault of ours, you do not have enough money in your account(s) to make the transfer.
- c) A legal order directs us to prohibit withdrawals from the account(s).
- d) The funds in your designated account(s) are subject to legal process or other encumbrance restricting the transaction.
- e) If circumstances beyond our control (such as natural disasters) prevent the transaction from being completed despite reasonable precautions we have taken.
- f) You have reported an unauthorized use of your Member Number, Logon ID, and Password, reported it as stolen, or requested that we issue a new Password, and we have as a result refused to honor the original Password.
- g) If your account is closed, frozen, or funds are uncollected.
- h) If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- i) If the transfer would cause your balance to become negative or exceed the credit limit of an established line of credit loan.
- j) If any part of Online Banking is not working properly and you knew about the problem when you started the transactions.
- k) If other exceptions are introduced as provided by applicable law.

INFORMATION ABOUT YOUR DESIGNATED ACCOUNTS

You authorize us to obtain any information deemed necessary to process your request for access to Online Banking. Additionally, you agree that we will disclose information to third parties about your designated account(s) or the transactions you make:

- a) Where it is necessary for completing or documenting transactions or resolving errors involving transactions.
- b) In order to verify the existence and condition of your designated account(s).
- c) In order to comply with orders or subpoenas of government agencies or courts.
- d) To Credit Union affiliated companies.
- e) If you give us written permission.

BUSINESS DAYS

Monday through Friday, excluding legal banking holidays.

RULES AND REGULATIONS AND OTHER AGREEMENTS

Your designated account(s) may also be governed by other agreements between you and us. The terms and conditions of the deposit agreements and disclosures for each of your Credit Union account(s) as well as your other agreements with the Credit Union such as loans continue to apply notwithstanding anything to the contrary in this Agreement.

EVIDENCE

If we go to court for any reason, we can use a copy, microfilm, microfiche, or photograph of any document or person to prove what you owe or that a transaction has taken place and the copy, microfilm, microfiche, or photograph will have the same validity as the original.

TERMINATING THIS AGREEMENT

You may terminate this Agreement at any time by notifying us in writing and by discontinuing the use of your Logon ID. We may also terminate this Agreement and revoke access to Online Banking at any time. Whether you terminate the Agreement or we terminate the Agreement, the termination will not affect your obligations under this Agreement, even if we allow any transaction to be completed with your Logon ID after this Agreement has been terminated.

CHANGING THIS AGREEMENT

We may change any term of the Agreement at any time. If the change results in increased fees for any services, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you at least 30 days' notice before the effective date of any such change, unless any immediate change is necessary to maintain the security of an account, or our electronic fund transfer system, or for any security reasons. We will post any required notice of change in terms on our web site. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject system services indicates your acceptance of the change in terms.

NOTICES

All notices from us will be effective when we have mailed them or delivered them to the last known address in the Credit Union's records. Notices from you will generally be effective once we received at: Everett Credit Union, 650 Broadway, Everett, MA 02149.

COLLECTION EXPENSE

If we ever have to file a lawsuit to collect what you owe us, you will pay our reasonable expenses, including attorney's fees.

GOVERNING LAW

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, and the laws and regulations of the Commonwealth of Massachusetts. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.