

Buckeye State Credit Union

Internet Banking

DISCLOSURE AND AGREEMENT FOR PERSONAL COMPUTER USE

I. Introduction

These Buckeye State Credit Union (BSCU) Disclosures and Agreements (these "Disclosures and Agreements") govern your use of the BSCU, Internet Banking (the "Service"). By subscribing to the Service or using the Service, you agree to these Disclosures and Agreements. Please read these Disclosures and Agreements carefully and print a copy for your records.

As used in these Disclosures and Agreements, "you" or "your" refers to the person(s) subscribing to or using the Service (including without limitation others you permit to use the Service): "Credit Union", "we", "us" or "our" refers to Buckeye State Credit Union (BSCU) and any agent, independent contractor, designee, or assignee BSCU may, in our sole discretion, involve in the provision of the Service.

When you use or access, or permit any other person(s) or entity to use or access Internet Banking, you agree to the terms and conditions of this Agreement. We may amend or change this Agreement (including applicable fees and service charges) from time to time, at our sole discretion, by sending you written notice by electronic mail or by regular mail or by posting the updated terms on our website. Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of Internet Banking. Your use of Internet Banking after we have made such changes available will be considered your agreement to the change.

To access your account you need to use your Base Account Number. Your Base Account Number is the number shown in the upper corner of the first page of your quarterly or monthly statement with the credit union.

II. Using the Service

1. Computer Equipment; Browser Access, Internet Services, and Notices

a. Installation, Maintenance and Operation of Equipment

You are responsible for obtaining, installing, maintaining and operating all equipment necessary for you to access Internet Banking, in accordance with such requirements as may be (i) provided by the equipment manufacturers and (ii) any other documentation we provide to you in connection with your accounts and services. You agree that you will utilize a reputable antivirus software program on your equipment and that you will update such antivirus software periodically in accordance with a commercially reasonable schedule. We are not responsible for any errors or problems that arise from the malfunction or failure of your equipment.

b. Browser Access and Internet Services

By utilizing an encrypted browser, you may access Internet Banking. You are responsible for obtaining a browser capable of a sufficiently high level of encryption to meet the systems requirements we establish from time to time. If we make browser software available to you, you may use such browser or any other browser of your choice to access Internet Banking via the Internet so long as it meets our encryption standards. You acknowledge that we are not responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for, any browser or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet. Although we may make browser software available to you or facilitate a link to a third party site where you may download such browser software, we make no endorsement of any specific browser software. Your use of any browser may also be subject to the license agreements of the browser manufacturer, in addition to the terms and conditions of this Agreement.

You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks (to the extent the law allows you to do so). You acknowledge that you have requested the service for your convenience, have made your own independent assessment of the adequacy of the Internet as a delivery mechanism for accessing information and initiating instructions and that you are satisfied with that assessment. We are not responsible for any Internet access services.

c. Passwords

You will be given a temporary password to use to initially access your account. The credit union will E-mail it to you or send it to you via regular mail service. You will be prompted to go through our multilayer authentication and then you will be prompted to change the password by following the screen prompts the first time you log on. Future changes should be made through the "Member Services" option on the menu bar. When we must issue you a new password, it may not be available to use for 24 hours. We may at our option change the parameters for the password used to access Internet Banking ("Password") without prior notice to you, and if we do so, you will be required to change your password the next time you access Internet Banking. To prevent unauthorized access to your accounts and to prevent unauthorized use of Internet Banking, you agree to protect and keep confidential your account number, PIN, User ID, Password, or other means of accessing your accounts via Internet Banking. The loss, theft, or unauthorized use of your account numbers, PINs, User IDs, and Passwords could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection credit line. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your account numbers, PINs, User IDs, and/or Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity to use Internet Banking or to access or use your account numbers, PINs, User IDs, Passwords, or other means to access your accounts, then you may be completely liable for any access, loss, or transfers to, transfers from your account, and subject to applicable laws. To help safeguard your password, you should change it frequently (we recommend every 90-120 days or if you feel it has been compromised). If you believe someone may attempt to use or has used Internet Banking without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us contacting your local branch or emailing us at bscu@buckeyecu.org.

d. Notices

You agree that by using Internet Banking, all notices or other communications which we may be required to give you arising from our obligations under this Agreement or Internet Banking may be sent to you electronically to any electronic mailbox we have for you, or at our option, another electronic mail address you provide to us or in any other manner permitted by law.

2. Transactions Available:

You may initiate transactions at any time 7 days a week, 24 hours a day. However, business days are considered Monday through Friday except holidays. As with any computer/communication system there will be some times when service is unavailable because of technical problems or routine maintenance.

You may use the Service to:

- a. Make transfers from your share savings, checking, and club accounts.
- b. Obtain share and loan balances, share and loan history information, and the amount of your last deposit; check history, loan payment history, loan payment amount, and loan balance.
- c. Change your password.
- d. Transfer from your primary membership number to other accounts on which you are signed or are named as joint account holder. This feature is available only by your request through contact with the credit union.

e. We may, from time to time, introduce new features to the Online Service or modify or delete existing features in our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

3. Transaction Limitations:

a. Transfers between your accounts are limited to the available balance of the account from which money is withdrawn.

b. For all club accounts, you are restricted to a maximum of six transfers during the statement period to another Credit union account or your account by means of Internet Banking, preauthorized automatic transfer/withdrawal, or phone request in accordance with Federal Regulation D. The transfer limitations are per club account, regardless of the type of transfer.

c. Consumer loan payments may be made via Internet Banking as transfers. Loan payments for all loan types with us must be completed on or before the close of business of the loan's Due Date. Once the minimum payment amount is made with the Credit Union, the loan Due Date will advance to the next scheduled Payment Date.

This can be accomplished in one transaction or by several transfers. You may not pay any loan ahead more than ninety-four days.

d. If the system is unavailable or you cannot access the system, you are still responsible to have your loan payment(s) to the credit union on time. You are responsible for any late charges or other fees that may be assessed to your loan(s).

e. E-mail is available through Buckeye's web site as a way to communicate with BSCU.

However, you may not use E-mail to initiate transactions on your account(s).

4. Statements: All of the transfers made through Internet Banking will appear on your monthly BSCU account statement(s). NO other receipts will be mailed. You agree by accessing your account through Internet Banking to receive all BSCU account statements, if and when available, through E-Statements. You will be notified via email that you have a statement ready to view via your Internet Banking account. It is your responsibility to keep your email current with BSCU for notification purposes. If you choose to "Opt-Out," BSCU will mail statements to you through the regular U.S. Mail service at the current disclosed fee. You may Opt-Out of E-Statements either by logging into Internet Banking and going to the E-Statement menu and selecting Opt-Out or by notifying our Electronic Services department in writing.

By signing our application for Internet Banking you signed a statement that: **I hereby consent to the electronic delivery and receipt of consumer disclosures, notices, statements, and any other documents that would ordinarily be mailed to me, via electronic instead of via paper form. I understand that I have the right to receive the aforementioned disclosures via paper if I so choose and that I may withdraw consent to receive electronic disclosures at any time.**

5. Fees: There may be a fee assessed for use of Internet Banking. See our Rate and Fee Schedule for a list of current fees for other services. To obtain a Rate and Fee Schedule, visit either a BSCU branch, call your local BSCU office during regular business hours as listed on our web page at www.buckeyecu.org or visit our website at <http://www.buckeyecu.org/PDFgallery.htm>. Any fees associated with Internet Banking and any other fees you may incur through your Internet Service Provider (ISP) or the telephone company through use of Internet Banking is your responsibility. It is your responsibility to record all transactions conducted using Internet Banking.

6. Inactivity: If for any reason you do not use your account for ninety-days (90), your privileges will be suspended for security reasons. You must then request, in writing, to the credit union to reactivate your account. This can be done via email, mail, or filling out an application and submitting it to your local branch. You will be sent a new temporary password / PIN as stated previously.

III. Rights and Liabilities:

1. Our Liability for Failure to Complete and Process Transactions:

We will process and complete all transfers properly initiated through the Service in accordance with these Disclosures and Agreements. However, we will not complete a transfer if the following is applicable:

- a. Through no fault of ours, you do not have enough money in your account to make the transfer.
- b. Some or all of the money in your account is subject to legal process or other encumbrance restricting the transfer.
- c. There is a malfunction in the Internet Banking system or your communication with Internet Banking, and you know about the malfunction before you initiate the transaction.
- d. Circumstances beyond our control – such as fire, flood, technical problems, routine maintenance, etc. prevent the proper completion of the transfers, and despite reasonable precautions taken by us we are not liable.

2. Limitation of Liability: Except as otherwise provided in these Disclosures and Agreements or by law, you hereby expressly release and discharge us so that we are not responsible for any loss, injury, or damage, whether direct, indirect, special, or consequential, economic or otherwise, caused by the Service or the use of the Service.

We are not responsible for any products or service issues related to your personal computer, other than those specified in these Disclosures and Agreements. We also are not responsible for any damage to your personal computer, modem, telephone or other property resulting from your use of the Service.

Without limiting the generality of the foregoing, we are not responsible for any loss, damage or injury relating from (a) an interruption in your electrical power or telephone service; (b) the disconnecting of your telephone service by your local telephone company from deficiencies in your line quality; (c) any defect or malfunction of your home computer, modem, or telephone service; (d) any computer virus you may encounter.

3. **Disclaimer of Warranty: EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF INTERNET BANKING, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE OR SOFTWARE, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF INTERNET BANKING IS AT YOUR SOLE RISK AND THAT INTERNET BANKING AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS", "WHERE-IS", AND "WHERE AVAILABLE" BASIS; AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT INTERNET BANKING WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY**

APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO INTERNET BANKING AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

4. Sites Linked To Our Online Site:

We have no liability for sites linked to our site. Unless we indicate to the contrary, any hyperlinks provided by other sites to our web page are not controlled by us. Any use of hyperlinks from this site to sites not controlled by us is done at your own risk. Any links purporting to link this site are likewise done at your own risk. All content, products, opinions expressed, or services offered, provided by those pages are the responsibility of their authors and are not endorsed, verified, or authorized by us. We make no representations or warranties concerning these sites or their services. Descriptions of or links or references to our web site do not imply our endorsement of any products, services, or other information.

5. Notice of Your Rights and Liabilities:

Tell us **AT ONCE** if you believe that your password has been lost or stolen. Anytime you believe your password has been compromised you are responsible for changing it. You **MUST** change your password **IMMEDIATELY** upon the suspicion that your password has been stolen or compromised. Then you must notify us according to the stated procedures. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus the maximum of any available lines of credit).

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from any of your accounts without your permission:

a. Telephone your local Buckeye State Credit Union branch during regular business hours at:

1. Akron: 330-253-9106
2. Alliance: 330-823-7930
3. Canton: 330-492-5700
4. Painesville: 440-352-4457
5. Ashtabula: 440-992-0987

b. FAX BSCU at: 1-330-253-9018

c. Write us at: Buckeye State Credit Union, Electronic Services Dept., PO Box 848, Akron, OH 44309

d. Contact us via email at bscu@buckeyecu.org or passfacessupport@buckeyecu.org

If you tell us within two (2) business days after you discover that your password has been lost or stolen, 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 show we could have stopped some or all of the unauthorized transfers by someone using your password without your permission, if you had told us in a timely manner, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make or authorize, tell us at once. If you do not tell us within sixty-days (60) after the date the statement was mailed to you, you may not get back any money you lost if we can show that we could have stopped someone from taking the money if you had notified us in a timely manner. If a good verifiable reason (such as long trip or hospital stay) prevented you from telling us, we may extend the time periods.

6. Errors and Questions:

In case of errors or questions about your transfers, you should:

a. Telephone your local Buckeye State Credit Union branch during regular business hours at:

1. Akron: 330-253-9106
2. Alliance: 330-823-7930
3. Canton: 330-492-5700
4. Painesville: 440-352-4457
5. Ashtabula: 440-992-0987

b. Write us at: Buckeye State Credit Union, Electronic Services Dept, and PO BOX 848,

AKRON, OH 44309

c. Contact us via email at bscu@buckeyecu.org

We must hear from you no later than sixty (60) days after you received the FIRST statement on which the problem or error first appeared or you first received notification of the problem or error on your home computer. Please provide the following information and include in all your correspondence to us:

a. Your name and account number.

b. The date the error occurred and any associated transaction numbers.

c. Description of the error or transfer you are unsure about, why you believe it is an error and / or why you need more information.

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 twenty (20) business days after we hear from you and will correct any error promptly. If we need more time; however, we may take up to forty-five (45) days to investigate your complaint or question. IF we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within twenty (20) business days, we may not credit your account.

If we decide 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 documents that we used in our investigation.

If your alleged error or question relates to a transfer that resulted in an advance on any of your BSCU Lines of Credit, after we hear from you, we cannot try to collect on that advance or any associated advance on any of your BSCU Lines of Credit you question, or report any of your lines of credit as delinquent until the error/dispute is resolved.

We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned advance on your associated BSCU Line of Credit while we are investigating the questioned item, but you are still obligated to pay the advances that are not in question. If we find that we made a mistake, you will not have to pay any finance charges related to the questioned advance(s).

If we did not make a mistake, you may be obligated to pay finance charges, and you will have to make up any missed payments on the questioned advance(s). In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we have determined you owe, we may report you as delinquent.

However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to when the matter between us has finally been settled.

IV. General Terms:

1. Disclosure of Account Information to Third Parties: We will disclose information to third parties about any of your accounts or transfers you make:

- a. Where it is necessary for completing a transfer; or
- b. In order to verify the existence and condition of any of your accounts for a third party, such as a credit bureau or merchant; or
- c. In order to comply with a government agency or court orders; or
- d. To our affiliates or for purposes of offering or providing you other products or services; or
- e. If you give us written permission; or
- f. All policies regarding your privacy rights with our Internet Banking are consistent with the credit union's privacy policy as previously disclosed to you.

2. Authorization to Obtain Information:

You agree that we may obtain and review your credit report or other information about you from an authorized credit bureau or other person.

3. Entire Agreement:

These Disclosures and Agreements constitute the agreement between you and us related to the Service and supplement any other agreements or disclosures related to any of your accounts.

In the event of a conflict between these Disclosures and Agreements and any other agreement or disclosure related to any of your accounts, any statement by our employees or agents, or any representation or statement relating to or set forth in the Software, as to matters relating to the Service, these Disclosures and Agreements shall control.

4. Acknowledgment of Existing Account Disclosures and Agreements:

You understand and agree that all terms and conditions associated with your accounts as provided in the account Disclosures and Agreements shall apply and are in full force and effect when accessing your accounts via Internet Banking.

5. Acknowledgment of Disclosures:

You agree that by using Internet Banking or allowing another to access your account(s) via Internet Banking that you have received a copy of, and agree to be bound by the Disclosure and Agreements of the most recent Account Disclosures and Agreements and Internet Banking Disclosures and Agreements.

6. No Unilateral Alterations to Disclosures and Agreements by You:

You may not in any way alter these Disclosures and Agreements without our express written agreement. Any attempt by you to alter these Disclosures and Agreements without our express written agreement shall be void and shall have no legal effect.

You hereby agree to indemnify and hold us harmless from and against any and all claims, losses, liabilities, penalties, expense and any other damages (including without limitation reasonable attorney's fees as allowable by law) directly or indirectly resulting from, relating to or arising in connection with any successful or unsuccessful attempt by you to alter these Disclosures and Agreements without our express written agreement.

7. Amendments/Change of Terms:

The Credit Union reserves the right to amend, modify, revoke, or cancel the terms of this Disclosure and Agreement or any transaction services contemplated herein. If the law requires notification, notice will be mailed to you at the address shown on the Credit Union's records. It is the obligation of each member to update any new addresses. Any revised, amended, modified conditions, rules, or regulations shall be effective at the earliest date allowed by law.

Prior notice may not be given if an immediate change is necessary to protect the security of your account or the electronic transfer systems. Use of this Service is subject to existing regulations and any future changes in those regulations.

If you do not agree to the change or amendment, you must notify us prior to the effective date of any change or amendment, and if you fail to notify us prior to the effective date, then you agree to that change or amendment.

8. Governing Law; Successors; Waivers; Severability:

This Agreement and its enforcement shall be governed by the laws of the State of Ohio, without regard to any choice of law provision, and shall inure to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise. The account(s), products and services accessed via Internet Banking shall be governed by laws of the applicable account agreements. We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

9. Data Recording:

Our records, kept in the regular course of business, shall be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive.

Unless otherwise prohibited by law, any communication or material you transmit to us via electronic mail is

on a non-confidential basis and we may use such communication or material for any purpose consistent with our Privacy Policy, including reproduction, publication, broadcast and posting.

10. Headings:

The Section headings used in these Disclosures and Agreements are for convenience only and shall not be held to limit or affect the terms of these Disclosures and Agreements.

11. Termination:

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to Internet Banking, in whole or part, at any time for any reason without prior notice, including but not limited to, your failure to access Internet Banking for a period of three (3) months or greater, non-payment of any assessed fees, you close your account, you cause your account to be in default, or have a negative balance, or for any reason deemed to be illegal by law or when the management of the credit union deems the internet relationship to be detrimental to the credit union.

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