

**EASTERN INDIANA FEDERAL CREDIT UNION**  
**ONLINE BRANCH DISCLOSURE AND ELECTRONIC STATEMENT CONSENT AGREEMENT**

**I acknowledge that I have read, and do hereby accept the terms and conditions contained in this Online Branch Disclosure and the Electronic Statement (eStatement) Consent Agreement. Please print a copy and/or retain this information electronically for your records.**

**Definitions**

As used in this agreement, the words “we”, “our”, “us” and “EIFCU” mean Eastern Indiana Federal Credit Union. “You” and “your” refer to the account-holder. “Account” or “Accounts” mean your accounts at EIFCU.

This agreement between you and EIFCU contains the terms, conditions and disclosures for your Online Branch. Your Online Branch allows you to access your deposit accounts, loans, and lines of credit, and you are subject to the rules and regulations governing the general use of those accounts. Refer to the Membership and Account Agreement for additional information; available at member opening and upon request.

**ONLINE BRANCH DISCLOSURE**

The first time that you enter EIFCU's Online Branch using your member number will indicate that you have accepted and agreed to electronically receive and comply with EIFCU's Online Branch Disclosure, which appears below, as amended from time to time. Also at that time you will automatically be enrolled in eStatements, eNotices, and Mobile Banking. All terms and conditions applicable to EIFCU's Online Branch apply to mobile services.

Web access is required to use our mobile services. Mobile service provider download and usage charges may apply. See your web service provider's terms and conditions.

To access your Online Branch, you will need a computer, internet access, and compliant browser software. To access or read eStatements, you must install an appropriate reader software, such as Adobe Acrobat Reader. The installation, maintenance, and operation of other software items are your responsibility. We are not responsible for any errors or failures of your computer equipment or internet connection software.

Your Online Branch can be used at any time, 24 hours a day; however, certain system maintenance or malfunctions may make it unavailable at times. As with all electronic banking, security is contingent upon your responsible behavior in protecting your User ID and Password and your mobile device. You should avoid conducting any mobile or online banking transactions in view of others and should never abandon your device before your transaction is completed.

You warrant and agree that you will not use EIFCU accounts or services to make or facilitate any illegal transaction(s) 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 EIFCU will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You further agree to indemnify and hold EIFCU harmless from any suits, liability, damages, or adverse action of any kind that results directly or indirectly from such illegal use.

### **Who is Bound by This Agreement**

Each person ("signer") agrees to be bound by the terms and conditions of this Agreement. If more than one person signs the Application, enters their PIN, or completes the online application, all signers are jointly and severally liable. EIFCU can waive or delay enforcement of its rights as to one signer without affecting its ability to enforce its rights as to the other signers. By accessing the system, or authorizing anyone else to access the system, and/or by signing the application, you agree to be bound by the terms and conditions of the agreement.

### **How to Access Your Accounts**

To access your accounts through your Online Branch, you must have your Login ID and an Online Branch password. This information is requested when you enter our Online Branch.

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 Online Branch 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 share your password with the joint owner of the account, your spouse, or any other individual who is not a joint owner, he or she will have full access to all share and loan account information and be able to initiate transactions available through this service.

### **Personal Identification Number (PIN)**

A password is used for your protection. You agree to:

1. Not disclose the password or otherwise make it available to anyone else
2. Use the password as instructed
3. Promptly notify EIFCU of any loss or theft of the password
4. Be liable for the password and for its authorized use as described in this account agreement and disclosure

### **Password Selection**

You will select your own password. The password must be at least nine (9) characters long. The password must contain at least one number, plus at least one capital letter, at least one lower case letter, and a symbol such as; !, @, #, \$, %. For your security, your password should not be any part of your social security number, address, birthday, telephone number, or other numbers which could be easily deciphered by another person. You may securely change your password at any time through your Online Branch.

You need to verify that your Confidence Word is correct each time you log in. If your Confidence Word is not correct, do not proceed and contact EIFCU immediately.

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 email since we cannot be certain we are corresponding with you. Please use the appropriate functions within our Online Branch service, call (765) 529-6632, or visit EIFCU for these functions.

## Services Offered

You may perform the following functions with your accounts using EIFCU Online Branch:

- Transfer funds between accounts
- Obtain balance information for any of your savings, checking, loan, and certificate accounts
- Make loan payments from any of your savings or checking accounts
- Make bill payments to preauthorized creditors
- Determine if a particular item has cleared
- Verify your recent transactions
- Stop Payments – You may initiate stop payment requests online only for paper checks you have written (non-electronically) on your account. Stop payments made through the Services after 4:00 p.m. Eastern Standard Time will be deemed received the next business day. By placing a stop payment order online, you have authorized, directed and requested us to stop payment on the check(s) requested. You agree to indemnify and hold us harmless from any and all claims, liabilities, costs and expenses, including but not limited to, court costs and reasonable attorney fees, resulting from or growing out of our refusal to pay the stopped check. We shall have no liability to you for the payment of the identified check contrary to this stop payment order if the indicated check number, dollar amount or account number is not accurate. We are not liable to you if we paid the identified check if we acted in good faith or exercised ordinary care. Any damages that you incur and which we may be liable for are limited to actual damages not to exceed the amount of the check. You understand that if the stop payment order comes too late for us to have a reasonable time to act on it prior to accepting, certifying, paying, settling form, posting or becoming accountable for the check, that this stop payment order shall be of no effect. The stop payment order shall be valid for a period of six (6) months from the date it is made unless we have received a revocation or renewal prior to expiration of such period. You agree that we may charge you a fee for processing this stop payment order as well as a similar fee for each renewal you make, such fee to be deducted from your account. Refer to the current schedule of fees for your account.

**The information regarding your account balances on this website is provided 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.**

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

## Periodic Statements

You have been automatically enrolled in eStatements. By submitting this request, you authorize EIFCU to discontinue sending statements via postal mail service and begin sending your statement information electronically.

You will receive an account statement for each month in which there are transactions or activity on your account. Accounts with electronic activity will receive a monthly statement; all others will be generated quarterly. You will be notified by email each time that a new statement becomes available for your

inspection. It is your responsibility to access the statement. You will need a printer if you want to create a paper copy of your statement. By requesting to receive your statements electronically you are telling EIFCU that you have printing capabilities.

If you do not wish to receive your statement electronically you need call EIFCU during business hours at (765) 529-6632. You are required to keep EIFCU informed of your current address to ensure correct mailing of monthly statements. There may be a fee associated with the reinstatement of paper statements.

### **Notices**

You have been automatically enrolled in eNotices. All notices will be sent to you electronically. By subscribing to the eAlerts and eNotices feature, you acknowledge and agree that:

1. EIFCU will no longer provide a paper notice
2. eAlerts and eNotices are provided solely as a convenience;
3. eAlerts and eNotices are not a substitute for periodic statements for your designated accounts or any other notices we may send you about your designated accounts, without regard to the manner in which you have chosen to receive such periodic statements or other notices;
4. Such periodic statements and other notices remain the official records of your designated accounts; and
5. Your ongoing obligation promptly to review periodic statements, notices and all other correspondence from us regarding your designated accounts and other services you obtain from us remains in full force and effect.

You agree to provide us a valid mobile phone number or email address so that we may send you alerts. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising in any manner from your providing us a phone number, email address, or other electronic delivery location that is not your own or that you provide in violation of an applicable federal, state or local law, regulation or ordinance. If you choose not to receive your notice electronically, call EIFCU during business hours at (765) 529-6632. Your obligations under this paragraph shall survive termination of this agreement.

It is your responsibility to determine that each of the service providers for the communication media supports the email and/or text message eAlerts and eNotices. You agree that the eAlerts and eNotices are subject to the terms and conditions of your agreements with your service provider(s) and that you are solely responsible for any fees imposed for eAlerts and eNotices by your service providers. By electing eAlerts and eNotices delivery to a web-enabled mobile or cellular device, you agree to receive eAlerts and eNotices through that device. Message and data rates may be imposed by your service provider. The frequency of eAlerts and eNotices delivered to your mobile phone or cellular device depends upon the frequency of events triggering requested types of eAlerts and also to eNotices generated by EIFCU.

You acknowledge and agree that:

1. eAlerts and eNotices may not be encrypted and may include personal or confidential information about you and your transactions, such as your name and account activity or status;

2. Your eAlerts and eNotices may be delayed, misdirected, not delivered, or corrupted due to circumstances or conditions affecting your service providers or other parties; and
3. We will not be liable for losses or damages arising from:
  - a. Any non-delivery, delayed delivery, misdirected delivery, or corruption of an eAlert or eNotice.
  - b. Inaccurate, untimely or incomplete content in an eAlert or eNotice,
  - c. Your reliance on or use of the information provided in an eAlert or eNotice for any purpose, or
  - d. Any other circumstances beyond our control.

### **Termination and Suspension of Privileges**

You may terminate use of the Online Branch at any time. EIFCU reserves the right to terminate your use of the Online Branch with or without cause and at our sole discretion. We may do so immediately, including but not limited to, if:

- You or any authorized user of your account breaches this or any other agreement with EIFCU (includes account abuse or overdrafts);
- We have reason to believe that there has been or might be an unauthorized use of your account; or you or any authorized user of your account requests that we do so.

We reserve the right to cancel access to the Online Branch if services have not been used within any six month time period.

### **Change in Terms**

If EIFCU changes a term or condition originally disclosed to the member in a way that restricts the EFT services available, increases fees or charges, increases the member's liability, or places stricter limits on the dollar amount or frequency of transfers permitted, EIFCU must mail or deliver to the member a written notice of the change at least 30 days before the change becomes effective. EIFCU need not give prior notice if an immediate change in terms or conditions is necessary to maintain or restore the security of an account or an EFT system. For example, if a credit union determines that a security risk exists and must therefore restrict a member's ATM access to his or her accounts. If, however, the change is made permanent, subsequent notice must be given, unless continued secrecy is essential to maintain the security of the system. For example, EIFCU need not notify the member that certain limitations will not be in effect during periods when the system is offline.

### **Fees**

EIFCU reserves the right to initiate or increase fees at any time upon proper notification to you. Please reference the current fee schedule for a list of current fees and charges. 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.

### **Online Transactions**

All transactions with your Online Branch are reflected immediately on your account. If the system is down and unable to post your transaction you will see a notice on the screen. We reserve the right to refuse any transaction, including, but not limited to:

- If withdraw on insufficient or non-verified funds
- Would exceed a credit limit, or lower an account below a required balance
- The pin was entered incorrectly

- The money in your account is subject to an uncollected funds hold, legal process, or any other encumbrance or agreement restricting a transaction;
- The failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.
- There may be other exceptions not specifically mentioned above.

By law, Regulation D limits you to a total of six (6) transfers from your savings account each month, including telephone/Internet transfers, overdraft protection transfers, or automatic withdrawals.

#### **Disclosure of Account Information to Third Parties**

We will disclose information to third parties about your account or the transfers you make as stated in the Privacy Policy:

- When it is necessary to complete the transaction;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders or other legal process;
- To any subsidiary or affiliate of EIFCU; or
- If you give us your prior oral or written permission.

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

We do not knowingly collect, nor is our Online Branch 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.

#### **Your Liability for Unauthorized Transactions**

You shall tell us IMMEDIATELY if you believe your password has been lost or stolen and immediately change your password from within the Online Branch section.

Calling is the best way to notify us immediately. You could lose all the money in your account (plus your maximum overdraft protection). If you tell us within two (2) business 7 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, you shall 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 you have authorized someone else to use the PIN, you are responsible for all transactions that person(s) initiates at any time, even if the amount or transactions exceed what you may have authorized.

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, you shall call or write us at the telephone number and address listed below in the "How to Notify Us" section.

## **Error Resolution**

In case of errors or questions about Online Branch or your statement, or if you need more information about a transfer listed on the statement, call or write us at the telephone number or address listed in this disclosure. We must hear from you no later than 60 days after we send the first statement on which the problem or error appeared.

If you contact us orally, we may require that you send us your complaint or question in writing within ten (10) business days. If you contact us via mail, please be sure to include:

1. Your name and account number
2. The error or the transfer you are unsure about, and explain as clearly as you can why you believe it is error or why you need more information
3. The dollar amount of the suspected error

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this we will re-credit your account within 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 questions in writing and we do not receive it within 10 business days, we may not re-credit your account.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation and your account will be adjusted accordingly. You may ask for copies of the documents that we used in our investigation.

If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate the error.

## **How to Notify Us**

If you believe your password has been lost or stolen, you should contact EIFCU to change the password immediately. If someone has accessed or may have accessed money from your deposit account without your permission, call us during regular business hours at (765) 529-6632.

Eastern Indiana Federal Credit Union  
801 South Memorial Drive  
New Castle, IN 47362

## **Indemnification**

You shall indemnify and hold EIFCU and EIFCU's employees, affiliates, agents and technology partners harmless against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses arising from your use of Online Branch and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

**Disclaimer of Warranties and Limitation of Liability**

You agree that EIFCU shall not be held liable in any manner, if you are unable to gain access to EIFCU's website or Online Branch services, from time to time. You understand that some or all of Online Branch services and/or other system services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond EIFCU's control.

WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH ONLINE BRANCH SERVICES, PROVIDED TO YOU UNDER THE AGREEMENT. WE DO NOT AND CANNOT WARRANT THAT ONLINE BRANCH SERVICES WILL OPERATE WITHOUT ERROR OR THAT ONLINE BRANCH SERVICES WILL BE AVAILABLE AT ALL TIMES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT EIFCU AND EIFCU'S EMPLOYEES, AFFILIATES, AGENTS AND TECHNOLOGY PARTNERS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY SERVICES OR PRODUCTS PROVIDED UNDER THE AGREEMENT OR BY REASON OF YOUR USE OF ONLINE BRANCH SERVICES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY OR ANY OTHER LEGAL THEORY.

**Financial Information**

You shall inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Online Branch services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

**Assignment**

You may not assign this agreement to any other party. EIFCU may assign this agreement to any present or future, directly or indirectly, affiliated company. EIFCU may also assign or delegate certain of its rights and responsibilities under this agreement to independent contractors or other third parties.

**Modification of Terms**

We may modify the terms of this Agreement, from time to time, at our discretion, by notifying you of such modification in writing or electronically. Your use of Online Branch, after notification of any modification, constitutes your acceptance of the modification.

**Attorney's Fees and Costs**

If EIFCU employs an attorney to protect or enforce any of the provisions of this Agreement, EIFCU shall be entitled to recover from you reasonable attorney fees, court costs and all other reasonable expenses necessarily incurred in such proceedings, including attorney fees and costs for the giving of any written notices, as set forth herein.

**Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Personal jurisdiction and venue shall lie in Henry County, Indiana.



**Federal Law**

You acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

**Waiver**

We may choose to not enforce or delay enforcement of any of our rights under this Agreement, without losing said rights.

**Relationship**

This Agreement shall not be construed to create, in any way, any joint venture or 10 partnership between the parties.

**Default and Remedies**

In the event of a breach or default or failure in performance by you, of any obligation or term of this Agreement, we shall have all rights and remedies provided at law or in equity.

**Paragraph Headings**

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement.

**Affect of Partial Invalidity**

The invalidity of any provisions of this Agreement shall not affect the validity or binding effect of the remaining provisions, and such provision shall be more narrowly construed to the extent necessary for it to be valid, or such provision shall be deemed to be deleted, and the remainder of the Agreement shall be enforceable according to its terms.

**Other Agreements**

Except as stated otherwise, no terms or conditions of any other agreement, you may have with EIFCU, will be altered or amended.

**EASTERN INDIANA FEDERAL CREDIT UNION**  
**ELECTRONIC STATEMENT CONSENT AGREEMENT**

**I acknowledge that I have read, and do hereby accept the terms and conditions contained in this Electronic Statement Consent Agreement. Please print a copy and/or retain this information electronically for your records.**

**Definitions**

As used in this agreement, the words “we”, “our”, “us” and “EIFCU” mean Eastern Indiana Federal Credit Union. “You” and “your” refer to the account holder authorized by EIFCU to receive electronic delivery of periodic statements “eStatements” under this agreement. “Account” or “Accounts” mean your accounts at EIFCU.

**Agreement**

This agreement is a contract that establishes the terms covering the electronic delivery of your periodic account statements (“eStatements”) for your accounts at Eastern Indiana Federal Credit Union (EIFCU). By entering into this agreement, you accept all the terms and conditions contained herein. If you sign up to receive or are automatically enrolled in eStatements, the terms and conditions of the Membership Account Agreement and disclosures for each of your EIFCU accounts, as well as your other account agreements with EIFCU such as loans, continue to apply.

**Consent to Electronic Delivery of Account Statements**

When you sign up for eStatements, you agree to receive your periodic account statements online through our eStatement service. You will no longer receive a paper copy of your statement. Your electronic statements will contain the same content as the paper version you have been receiving, which includes: account and transaction activity for your deposit and loan accounts (excluding credit card statement activity), electronic funds transfer transactions, year-to-date interest and error notification procedures. The choice (paper or eStatements) that is recorded on our system on the day the statement is generated will be the only method used to deliver that periodic statement.

When you sign up for eStatements, you also agree to receive online through our eStatement service any notices, disclosures, promotional materials, newsletters, and other such items normally included with the paper version of your periodic statement.

When you sign up for eStatements, you agree to provide a valid email address. You may change your email address from the Online Branch desktop site under the My Info tab.

**Security**

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatements for each of your accounts as soon as you receive them. You agree to protect the confidentiality of your account and account number, and your personal identification number and/or password. Although we have tried to create a secure and reliable services, the confidentiality of any communication transmitted over the Internet cannot be guaranteed. You understand that personal identification by itself, or together with information related to your account,

may allow unauthorized access to your account. Refer to the Privacy Policy for more information. For security and privacy reasons, data transferred via eStatements is encrypted.

### **Periodic Statements**

We will send you an email notification at your last email address of record when your eStatement is available. eStatements will be available for 15 months. If you wish to retain them longer, you should download them sometime during the 15 months. You may also wish to print the statements. There are no special equipment requirements; your current printer is all you need. If you wish for EIFCU to print past statements; refer to Fee Schedule for applicable fees.

Although you have elected electronic delivery, you have a right to receive a paper copy of your periodic statement. To request an additional paper copy from EIFCU please call us at (765) 529-6632 or write to: Eastern Indiana Federal Credit Union, 801 South Memorial Drive, New Castle, IN 47362. Please see our Fee Schedule for applicable statement copy fees. The current fee schedule is available at any credit union office location.

### **Hardware and Software Requirements**

To access your eStatements, you will need a computer, internet access, and compliant browser software. You must also install an appropriate reader software, such as Adobe Acrobat Reader. The installation, maintenance, and operation of other software items are your responsibility. We are not responsible for any errors or failures of your computer equipment or internet connection software.

If there is a change in 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 eStatement 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 eStatement service.

### **EXCLUSION OF WARRANTIES**

THIS SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY PARTICULAR KIND EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

### **Alterations and Amendments**

The terms of this agreement, applicable fees, and service charges may be altered or amended by EIFCU from time to time. In such event, EIFCU shall send notice to you at your address as it appears on EIFCU records. Any continuation of the service after EIFCU sends you a notice of change will constitute your agreement to such change(s). Further, EIFCU may, from time to time, revise or update the EIFCU program, services, and/or related material(s) rendering prior versions obsolete. Consequently, EIFCU reserves the right to terminate this Agreement as to all such prior versions of the EIFCU programs, services and/or related material(s) and to limit access to EIFCU's more recent versions and updates.

**Your Right to Terminate**

You may withdraw your consent to receive eStatements by notifying us in writing or through the Statements tab within your Online Branch. When you notify us in writing, it may take up to thirty (30) days from receipt of your written notice of cancellation to receive your next printed statement.

**Our Right to Terminate**

You agree that we can terminate your eStatements and revert to printed mailed statements for any reason at any time.

**Indemnification**

You shall indemnify and hold EIFCU and EIFCU's employees, affiliates, agents and technology partners harmless against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses arising from your use of eStatements and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

**Disclaimer of Warranties and Limitation of Liability**

You agree that EIFCU shall not be held liable in any manner, if you are unable to gain access to EIFCU's website or eStatements, from time to time. You understand that some or all of eStatements services and/or other system services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond EIFCU's control.

WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH ESTATEMENTS SERVICES, PROVIDED TO YOU UNDER THE AGREEMENT. WE DO NOT AND CANNOT WARRANT THAT ESTATEMENTS SERVICES WILL OPERATE WITHOUT ERROR OR THAT ESTATEMENTS WILL BE AVAILABLE AT ALL TIMES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT EIFCU AND EIFCU'S EMPLOYEES, AFFILIATES, AGENTS AND TECHNOLOGY PARTNERS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY SERVICES OR PRODUCTS PROVIDED UNDER THE AGREEMENT OR BY REASON OF YOUR USE OF ESTATEMENTS SERVICES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY OR ANY OTHER LEGAL THEORY.

**Assignment**

You may not assign this agreement to any other party. EIFCU may assign this agreement to any present or future, directly or indirectly, affiliated company. EIFCU may also assign or delegate certain of its rights and responsibilities under this agreement to independent contractors or other third parties.

**Modification of Terms**

We may modify the terms of this Agreement, from time to time, at our discretion, by notifying you of such modification in writing or electronically. Your use of eStatements, after notification of any modification, constitutes your acceptance of the modification.

**Attorney's Fees and Costs**

If EIFCU employs an attorney to protect or enforce any of the provisions of this Agreement, EIFCU shall be entitled to recover from you reasonable attorney fees, court costs and all other reasonable expenses necessarily incurred in such proceedings, including attorney fees and costs for the giving of any written notices, as set forth herein.

**Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Personal jurisdiction and venue shall lie in Henry County, Indiana.

**Federal Law**

You acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

**Waiver**

We may choose to not enforce or delay enforcement of any of our rights under this Agreement, without losing said rights.

**Relationship**

This Agreement shall not be construed to create, in any way, any joint venture or partnership between the parties.

**Default and Remedies**

In the event of a breach or default or failure in performance by you, of any obligation or term of this Agreement, we shall have all rights and remedies provided at law or in equity.

**Paragraph Headings**

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement.

**Affect of Partial Invalidity**

The invalidity of any provisions of this Agreement shall not affect the validity or binding effect of the remaining provisions, and such provision shall be more narrowly construed to the extent necessary for it to be valid, or such provision shall be deemed to be deleted, and the remainder of the Agreement shall be enforceable according to its terms.

**Other Agreements**

Except as stated otherwise, no terms or conditions of any other agreement, you may have with EIFCU, will be altered or amended.

**EASTERN INDIANA FEDERAL CREDIT UNION**  
**REMOTE DEPOSIT CAPTURE CONSENT AGREEMENT**

**I acknowledge that I have read, and do hereby accept the terms and conditions contained in this Remote Deposit Capture Consent Agreement. Please print a copy and/or retain this information electronically for your records.**

**Definitions**

As used in this agreement, the words “we”, “our”, “us” and “EIFCU” mean Eastern Indiana Federal Credit Union. “You” and “your” refer to the accountholder. “Account” or “Accounts” mean your accounts at EIFCU.

**Agreement**

Eastern Indiana Federal Credit Union’s (EIFCU) Remote Deposit Capture (RDC) provides you the convenience of depositing a check using a mobile device. This service is available to all members who have an established history of handling their account in a responsible manner. While electronically depositing a check provides an easier depositing solution, RDC does not waive the possibility of placing a hold on the funds being deposited. We may delay availability of funds up to and beyond the third business day after the deposit, in our discretion. The following default limits and requirements have been established for all members using RDC. Other limits and requirements may be applicable depending on account:

- The maximum daily dollar amount for RDC is \$1,000
- The maximum daily number of checks for RDC is 3
- All endorsements must be present on the back of the check
- The phrase “FOR REMOTE DEPOSIT ONLY AT EIFCU” must be printed under the endorsement(s)
- YOU WARRANT TO EIFCU THAT:
  - o The check presented for RDC must be legible (i.e. names and amounts)
  - o You will only transmit eligible items that are properly endorsed.
  - o Images will meet the image quality standards.
  - o You will not transmit duplicate items.
  - o You will not deposit or re-present the original item once it has been scanned and sent to EIFCU, unless specifically requested to do so by EIFCU.
  - o All information you provide to EIFCU is accurate and true.
  - o EIFCU will not sustain loss because you have deposited an image.
  - o you will comply with this Agreement and all applicable rules, laws, and regulations.
  - o Items you transmit do not contain viruses.

We will NOT accept the following:

- Checks or items payable to any person or entity other than you.
- Post-dated checks.
- Checks or items containing an obvious alteration to any of the fields on the front of the check or items which you know or suspect, or should know or suspect to be fraudulent.
- Checks or items drawn or issued by you or any other party on any of your EIFCU accounts.
- Checks or items not payable in United States currency.
- Items drawn on financial institutions located outside the United States.

- Consumer loans, credit card, or mortgage payments.
- IRA and Share Certificate deposits.
- Starter or counter checks.
- American Express Gift Cards.
- Savings Bonds.
- Checks that require authorization.
- State-issued registered warrants.
- Checks from another financial institution to a closed account.
- In-store rebates.
- Direct Deposit pay stubs.

We reserve the right to reject or accept a check not listed above.

For best results, make sure the check is not crumpled or containing several creases. Place the check on a flat surface with a light background. You must take a copy of both the front and the back of the check for presentment. You agree to use RDC for lawful purposes and in compliance with all applicable laws, rules and regulations. You agree to only transmit acceptable items for RDC and will handle the original item in accordance with applicable laws, rules and regulations.

#### **Availability**

Processing of your RDC item may be limited based on our normal hours of operation, or those of third-party financial service organizations involved in your transaction. Our normal hours of operation are M – TH 8:00 a.m. – 5:00 p.m., F 8:00 a.m. – 6:00 p.m., and SA 8:00 a.m.-12:00 p.m. We observe all federal holidays. The cut-off time for RDC during our normal hours of operation will be 4:00 p.m. Any RDC deposits made after 4:00 p.m. may be processed the next business day.

You can check your balance to know if your check has been deposited, and if a hold has been placed on the check. Once the check has been electronically deposited, the original check is no longer a valid check, but we recommend that you keep the check as a receipt for at least 60 days. By depositing the check through RDC, you warrant that the original check in your possession has not been deposited at another financial institution, and the image of the check being transmitted is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check. You shall not ever re-present the original check.

You understand and agree that RDC may at times be temporarily unavailable due to the system maintenance or technical difficulties including those of the Internet. In the event that RDC is unavailable, we will not be considered in breach or default of this Agreement, and we are not liable in any way for any damages of any kind, and you acknowledge that you can deposit an original check at the credit union or by mailing the original check to Eastern Indiana Federal Credit Union at 801 South Memorial Drive, New Castle, Indiana 47362. It is your sole responsibility to verify that the item deposited using RDC has been received and accepted for deposit.

**Your Liability**

You are responsible for any loss or overdraft plus any applicable fees to your account due to an item being returned. Any authorized user granted by the primary account holder is equally responsible for adhering to these terms. In the event any item that you transmit for RDC that is credited to your account is dishonored, you authorize us to debit the amount of such item plus any fees incurred from your account.

**Your Responsibility**

You are responsible for the quality, completeness, accuracy, validity and integrity of the image. You are responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if RDC is used by authorized or unauthorized persons to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology of RDC, copy or reproduce all or any part of the technology of RDC; or interfere, or attempt to interfere, with the technology of RDC. We and our technology partners, inclusive of, but not limited to, Bradford Scott Data Corporation, retain all rights, title and interests in and to RDC services, software and development made available to you.

**Error Resolution**

In the event that you believe an error with respect to any original check or image transmitted for deposit has occurred, you need to immediately contact us regarding said error or breach. Any images transmitted to us shall not contain viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

You are required to review your account statements from EIFCU and report to us any remote deposit errors you notice within 60 days of the transmittal of the account statement. You should maintain a hard copy of your RDC check for the same period. Failing to notify us and providing the original check results in waiving any rights of recovery for losses against EIFCU as a result of using RDC.

**Termination and Suspension of Privileges**

We may terminate your use of RDC, at any time, at our discretion, upon written or electronic notice to you. In the event of termination of RDC, you will remain liable for all transactions performed on your account.

**Contact Information**

Our contact information is as follows: Eastern Indiana Federal Credit Union, 801 South Memorial Drive, New Castle, Indiana 47362. All notices from you must be made in writing. Legal notice to us shall be effective when directed to our legal department and received at our address.

**Indemnification**

You shall indemnify and hold EIFCU and EIFCU's employees, affiliates, agents and technology partners harmless against any and all claims, actions, damages, liabilities, costs and expenses, including



reasonable attorneys' fees and expenses arising from your use of RDC and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

#### **Disclaimer of Warranties and Limitation of Liability**

You agree that EIFCU shall not be held liable in any manner, if you are unable to gain access to EIFCU's website or RDC services, from time to time. You understand that some or all of RDC services and/or other system services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond EIFCU's control.

WE MAKE NOT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH RDC SERVICES, PROVIDED TO YOU UNDER THE AGREEMENT. WE DO NOT AND CANNOT WARRANT THAT RDC SERVICES WILL OPERATE WITHOUT ERROR OR THAT RDC SERVICES WILL BE AVAILABLE AT ALL TIMES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT EIFCU AND EIFCU'S EMPLOYEES AFFILIATES, AGENTS, AND TECHNOLOGY PARTNERS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY SERVICES OR PRODUCTS PROVIDED UNDER THE AGREEMENT OR BY REASON OF YOUR USE OF RDC SERVICES, INCLUDING LOSS OF PROFITS, REVENUE, DATE OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON WARRANTY OR ANY OTHER LEGAL THEORY.

#### **Financial Information**

You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any RDC services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

#### **Assignment**

You may not assign this agreement to any other party. EIFCU may assign this agreement to any present or future, directly or indirectly, affiliated company. EIFCU may also assign or delegate certain of its rights and responsibilities under this agreement to independent contractors or other third parties.

#### **Modification of Terms**

We may modify the terms of this Agreement including the right to charge usage fees, from time to time, at our discretion, by notifying you of such modification in writing or electronically. Your use of RDC, after notification of any modification, constitutes your acceptance of the modification.

#### **Attorney's Fees and Costs**

If EIFCU employs an attorney to protect or enforce any of the provisions of this Agreement, EIFCU shall be entitled to recover from you reasonable attorney fees, court costs and all other reasonable expenses necessarily incurred in such proceedings, including attorney fees and costs for the giving of any written notices, as set forth herein.

**Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Personal jurisdiction and venue shall lie in Henry County, Indiana.

**Federal Law**

You acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

**Waiver**

We may choose to not enforce or delay enforcement of any of our rights under this Agreement, without losing said rights.

**Relationship**

This Agreement shall not be construed to create, in any way, any joint venture or partnership between the parties. Default and Remedies In the event of a breach or default or failure in performance by you, of any obligation or term of this Agreement, we shall have all rights and remedies provided at law or in equity.

**Paragraph Headings**

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement.

**Affect of Partial Invalidity**

The invalidity of any provisions of this Agreement shall not affect the validity or binding effect of the remaining provisions, and such provision shall be more narrowly construed to the extent necessary for it to be valid, or such provision shall be deemed to be deleted, and the remainder of the Agreement shall be enforceable according to its terms.

**Other Agreements**

Except as stated otherwise, no terms or conditions of any other agreement, you may have with EIFCU, will be altered or amended.