



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.

#### **Avestar Credit Union Online Branch Disclosure**

**The first time that you create your Avestar Credit Union's Online Branch account you are indicating that you have accepted and agreed to electronically receive and comply with Avestar Credit Union's Online Branch Disclosure, which appears below, as amended from time to time. Also, at that time, you will automatically be enrolled in eStatements and notices.**

**All terms and conditions applicable to Avestar Credit Union's Online Branch apply to Mobile Branch services. Web access is required to use our Mobile Branch. Mobile service provider download and usage charges may apply. See service provider's terms and conditions.**

This agreement between you and Avestar Credit Union ("we" or "us") 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.

You will need to use certain types of computers, obtain an internet account, and use compliant browser software to use your Online Branch. The installation, maintenance, and operation of those 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.

You warrant and agree that you will not use Credit Union 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 the Credit Union 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 the Credit Union harmless from any suits, liability, damages, or adverse action of any kind that results directly or indirectly from such illegal use.

#### **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, or 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.

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 the Credit Union 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 920-478-2151 or visit the credit union for these functions.

## Services Offered

You may perform the following functions with your accounts using Avestar Credit Union Online Branch;

- Request a check from your savings, checking or loan (to be mailed to you)
- Transfer funds between accounts
- Obtain balance information for your savings, checking, loan, and certificate accounts
- Make loan payments from your savings and checking accounts
- Access your Kwik Cash account
- Make bill payments to preauthorized creditors
- Determine if a particular item has cleared
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts
- Verify your recent transactions
- Order checks

**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.

## Password Protection

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 Avestar Credit Union 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 eight (8) characters long. The password must contain at least one number, plus at least one capital letter. 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.

## Periodic Statements

All transactions generated through our Online Branch service and any Online Branch fees will appear on your monthly or quarterly statement. You have been automatically enrolled in eStatements. If you do not wish to receive your statement electronically you need log in to our Online Branch, go to the Statements tab and select Stop e-Statements or call the credit union during business hours at (920) 478-2151.

## Notices

You have been automatically enrolled in enotices. All notices will be sent to you electronically. The credit union no longer provides a paper notice. If you choose not to receive your notice electronically, call the credit union during business hours at (920) 478-2151. If this service is stopped, a paper notice will be sent.

## Suspension of Privileges

We may at any time, and at our sole discretion, limit or cancel the Online Branch we offer you. Specifically, we reserve the right to cancel access to the Online Branch if services have not been used within any six month time period.

**Fees**

There are currently no fees for accessing your account(s) through our Internet Online Branch service. Avestar Credit Union reserves the right to initiate or increase fees at any time upon proper notification to you.

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, which would draw upon insufficient funds, exceeds a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserves on the account. All checks are payable to you as primary member and will be mailed to your address of record. The Credit Union may refuse honor any transaction for which you do not have sufficient available verified funds.

**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**

Tell us AT ONCE 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 transfers that courtesy pay). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your password without your permission.

Also, if your statement shows transactions you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 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; if you think your statement is wrong; 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, as soon as you can. We must hear from you no later than 60 days after we send the first statement on which the problem or error appeared.

1. Tell us your name and account number
2. Describe 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. Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days

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 Avestar Credit Union 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 (920) 478-2151 or write;

**Avestar Credit Union  
125 W Madison St  
Waterloo, WI 53594**

### **Amendments**

From time to time, we may amend this agreement. If any amendment results in greater cost or liability to you or stricter limitations on the frequency or dollar amount of transfers, we will give you at least 30 days notice by mailing a copy of the amendment to you at your most recent address shown on our records.

## **AVESTAR CREDIT UNION ELECTRONIC STATEMENT ("eStatement") CONSENT AGREEMENT**

*Please read this information carefully and print a copy and/or retain this information electronically for your records.*

### **Definitions**

As used in this Agreement, the words "we", "our" and "us" mean Avestar Credit Union. "You" and "your" refer to the accountholder authorized by Avestar Credit Union to receive electronic delivery of periodic statements "eStatements" under this Agreement. "Account" or "Accounts" mean your accounts at Avestar Credit Union.

### **Agreement**

This Agreement is a contract that establishes the terms covering the electronic delivery of your periodic account statements ("eStatements") for your accounts at Avestar Credit Union. 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 Avestar Credit Union accounts, as well as your other account agreements with Avestar Credit Union such as loans, continue to apply.

### **Consent to Electronic Delivery of Account Statements (eStatements)**

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 month's 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 also agree to provide the credit union a notice of any changes to your email address. You are not able to change your email address from the Mobile Branch.

## **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 it. You agree to protect the confidentiality of your account and account number, and your personal identification number and/or password. You understand that personal identification by itself, or together with information related to your account, may allow unauthorized access to your account. 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 12 months. If you wish to retain them longer, you should download them sometime during the 12 months. You may also wish to print the statements. There are no special equipment requirements; your current printer is all you need.

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 the Credit Union please call us at (920) 478-2151 or write to: Avestar Credit Union, 125 W. Madison St. , Waterloo, WI 53594. Please see our Fee Schedule for applicable statement copy fees. The current fee schedule is available at the credit union office location.

## **Hardware and Software Requirements**

To use the Online Branch and/or Bill Pay Service, you need a computer with a modem and a web browser (such as Google Chrome, Microsoft Internet Explorer or an equivalent). You are responsible for the set-up and maintenance of your home computer, modem, and web browser. The following minimum components are required to use the Credit Union's Online Branch and/or Bill Pay Service:

- IBM Compatible PC (486 or higher)
- Windows 98 or higher
- Compatible modem (9.6 Kb or higher), phone line attached
- 16 Mb of RAM free and available
- Windows compatible monitor and video card with 256 color support configured for small fonts
- PS/2 or Serial Mouse
- Telephone line connected or other compatible service to your computer to connect to the internet
- Google Chrome, or Microsoft Internet Explorer version, or an equivalent
- Other than email responses, our electronic records are provided in PDF Format. To access or read these records, you must install an appropriate reader software, such as Adobe Acrobat Reader.

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 insure 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 Avestar Credit Union from time to time. In such event, Avestar Credit Union shall send notice to you at your address as it appears on Avestar Credit Union records. Any continuation of the Service after Avestar Credit Union sends you a notice of change will constitute your agreement to such change(s). Further, Avestar Credit Union may, from time to time, revise or update the Avestar Credit Union program, services, and/or related material(s) rendering prior versions obsolete. Consequently, Avestar Credit Union reserves the right to terminate this Agreement as to all such prior versions of the Avestar Credit Union programs, services and/or related material(s) and to limit access to Avestar Credit Union'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 eStatement and revert to printed mailed statements for any reason at any time.

**Assignment**

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

**No Waiver**

Avestar Credit Union shall not be deemed to have waived any of the rights or remedies hereunder unless such waiver is in writing and signed by Avestar Credit Union. No delay or omission on the part of Avestar Credit Union in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**Governing Law**

The laws of the State of Wisconsin and applicable Federal laws and regulations shall govern this Agreement.

