

This Agreement applies to your use of the Personal Online Banking Service ("Online Banking") for consumers offered by Blackhawk Community Credit Union ("Blackhawk"). In order to utilize this product, you must read and accept all terms and conditions outlined in this Online Banking Disclosure.

This Agreement applies to all persons that are parties to accounts enrolled in Online Banking. In this Agreement, the terms "you" and "your" refer to each authorized signer on an account accessible by Online Banking. The terms "us," "we," "our," "Credit Union" and "Blackhawk" refer to Blackhawk Community Credit Union. By using Online Banking, you agree to abide by the terms and conditions of this Agreement and acknowledge your receipt and understanding of the disclosures contained in this Agreement.

1. ONLINE BANKING SERVICES

A registered account may conduct any one (1) or more of the Online Banking Services offered by the Credit Union. To use any of these services you must provide your current email address so that we can send you important information related to your use of this service. You may review and update the personal information maintained about you in the site at any time to ensure that it is accurate.

Online Banking: If Online Banking is activated for your account(s), you will be required to use secure login credentials to access your account information. At the present time, you may use Online Banking to perform the following functions; the list of which may change over time include:

- Withdraw funds from your share, checking, loan, money market, and club accounts.
- Transfer funds from your share, checking, loan, money market, and club accounts.
- Obtain balance information for your share, checking, loan, money market, certificate, IRA, and club accounts.
- Make loan payments from your share, checking, club, and money market accounts.
- Access your Kwik Cash and Home Equity Loan accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit or direct deposit.
- Make bill payments to preauthorized creditors.
- View periodic statements, check images, reward points, eAlerts, pending transactions, and account history.
- Make cross-account transfers.

Your accounts can be accessed under Online Banking via personal computer or, for some functions, a mobile device. Online Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the

account. As the primary member on the account, you will be the proprietor of any checks issued by us to complete a withdrawal request. All checks will be mailed to the address we have on record for you. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds.

The following limitations on Online Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

Mobile Banking: If Mobile Banking is activated for your account(s), you will be required to use secure login information to access the account(s).

At the present time, some of the available Mobile Banking functions, the list of which may change over time, include:

- Withdraw funds from your share, checking, loan, money market, and club accounts.
- Transfer funds from your share, checking, loan, money market, and club accounts.
- Obtain balance information for your share, checking, loan, IRA, money market, club, and certificate accounts.
- Make loan payments from your share, checking, club, and money market accounts.
- Access your Kwik Cash and Home Equity Loan accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit or direct deposit.
- Make bill payments to preauthorized creditors.
- Make deposits using Mobile Deposit; see separate Terms and Conditions for more details.
- Make cross-account transfers.
- Make External Transfers; see separate Terms and Conditions for more details.
- View account histories and eAlerts.

Your accounts can be accessed under Mobile Banking via mobile device or other approved access device(s). Mobile Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified

funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access. There are no additional fees to use Mobile Banking. However, data/message fees may apply depending on your mobile carrier.

The following limitations on Mobile Banking transactions may apply:

- There is no limit to the number of inquiries you may make in any one (1) day
- See Section 2 for transfer limitations that may apply.

Bill Pay: We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Pay transactions may apply:

- The maximum amount of bill payments each day is \$25,000.00, if there are sufficient funds in your account.
- \$2,500.00 Person to Person and Account to Account per day.
- Visit your Bill Pay Tab to see the Terms and Conditions Agreement for the Blackhawk Community Credit Union Internet Bill Pay service.

Multiple Account Access: You must be logged into the account from which you are transferring funds in order to initiate the transfer to the other account. You can only log on to, access account information, and transfer funds from those accounts in which you are a legal owner. Multiple account transfers from one account to another allow you to transfer funds to any sub-account (unless otherwise restricted) established within the account structure.

If Multiple Account Access is enabled for your account, you guarantee and certify that you are an owner or authorized signer on all accessed accounts. If at any point in the future you are no longer an owner or authorized signer on all viewable accounts, you will immediately notify us to remove your account access. You understand and agree that any individual who is now, or later becomes a joint owner of the Online Banking account will be granted authorities identical with yours, to view and perform transactions on the aggregated accounts, regardless of whether the joint owner is an owner of the aggregated accounts.

You agree that you are responsible for any transactions performed on the aggregated accounts by yourself or any joint owners of the Online Banking Account. We are not subject to agreements between you and other owners of the Online Banking Account limiting their access to the aggregated accounts. The only way to discontinue joint owner access to the aggregated accounts is to notify us, either by phone or by mail to revoke account aggregation. We reserve the right to restrict or prohibit your Multiple Account Access at any time.

Transferring Funds: You can transfer funds to another Blackhawk Community Credit Union member's account by using the Transfers "Transfer to Any Account" feature of Online Banking. Utilizing this feature, you can enter the other member's Blackhawk Community Credit Union Member Number, the share or loan number, and the first three letters of the Last Name of the primary member on that account, along with the amount to transfer and any memo you wish to add. You can only transfer funds to another Blackhawk Community Credit Union member's account. Neither you nor the other Blackhawk Community Credit Union member will see any other information regarding either account other than the posted transaction. Transfers of funds made by you to a third party (to another member's account) are non-revocable and cannot be reversed without the third party's written consent, even if you have made an error in the amount transferred or the account to which the funds were transferred.

2. TRANSFER LIMITS

For all share accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

3. CONDITIONS OF ONLINE BANKING

The first time you access your accounts through Online Banking, you agree to be bound by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this disclosure. This Agreement covers the term from when you begin using Online Banking until termination of the Online Banking services.

Security of Access Code: You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your Online Banking services immediately.

Joint Accounts: If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all Online Banking transactions to or from any share and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any Online Banking transaction on any account from any joint account owner.

4. FEES

Blackhawk Community Credit Union does not charge a fee to access Online Banking. However, normal account and/or activity charges may be charged accordingly.

We reserve the right to assess fees for Online Banking in the future and if we do assess a fee you will be provided reasonable notice as required by law.

Please be aware that your internet service provider (ISP) may charge you a fee to access the internet via its server. We have no control over ISP related fees.

There are no additional fees to use Mobile Banking. However, data/message fees may apply depending on your mobile carrier.

5. MEMBER LIABILITY

You are responsible for all transactions you authorize using your Online Banking Services under this Agreement. If you permit someone else to use an Online Banking Service, use Mobile Banking or share your access code or login credentials, you are responsible for any transactions they authorize or conduct on any of your accounts. TELL US AT ONCE if you believe your login information or access code has been lost, stolen or compromised, if you believe someone has used your login information or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit).

If you tell us within 2 business days after you learn of the loss or theft of your password, 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, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If you do not contact us within two (2) business days after you learn of the loss or theft of your login information or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had contacted us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make including those made by Online Banking, access code or other means, contact us as soon as possible.

6. RIGHT TO RECEIVE DOCUMENTATION

Periodic Statements: Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, Phone Banking transactions, preauthorized EFTs, online/PC transactions, Mobile Banking transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

Terminal Receipt: You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

Direct Deposit: If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by accessing Online or Mobile Banking or by calling us (800)-779-5555. This does not apply to transactions occurring outside the United States.

eDocuments: If you have selected to receive eDocuments, we will send you your monthly statement via Online Banking. Online Banking is required to sign up for eDocuments. When your account statement is generated, we will send an e-mail notification to the most recent e-mail address we have on record. The notification we send to you does not contain the actual statement or any other financial or personal information. There is no cost for signing up for eDocuments. After signing up for this service, if a paper copy of your statement is requested, a \$1 fee will be applied.

7. ACCOUNT INFORMATION DISCLOSURE

We will disclose information to third parties about your account or the transfers you make:

As necessary to complete transfers:

- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant.
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

8. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages.

However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used the Online Banking Service or access code in an incorrect manner.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the electronic transfer is not completed as a result of your willful or negligent use of the Online Banking Service, access code, or any electronic fund transfer facility for making such transfers.

- If the telephone or computer equipment you use to conduct Phone Banking, online/PC, or Mobile Banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any errors by a third party.
- Any other exceptions as established by the Credit Union.

9. NOTICES

All notices from us will be effective when we have mailed them, deliver them to the appropriate address in the Credit Union's records, or deliver them electronically as an eNotice. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement.

10. BILLING ERRORS

In case of errors or questions about Online Banking services from your share and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us or send us a written notice as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Please call us, write us, or fax us at the address found at the bottom of the document:

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the Credit Union has made an error or why you need more information.
- 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 ten (10) business days.

Requests will be investigated and resolved within * **45 days following the date you first notify the credit union of the suspected error.

Blackhawk will attempt to rectify complaints within the first ten (10) business days of receiving them. If the investigation is expected to take more than ten (10) business days, the credit union may issue provisional credit to your account for the duration of the investigation.

*Errors involving a transaction initiated outside the U.S., its possessions and territories, may take up to 90 days to investigate and resolve.

**Errors asserted for unauthorized Visa transactions, other than cash disbursements at an ATM, can take up to five (5) business days to receive provisional credit from us. Unusual circumstances or account history may require up to ten (10) business days for provisional credit to be issued.

If you choose to notify us by telephone, we may still require you to send complaints or requests to us in writing within ten (10) business days following that call. If we ask you to put your complaint or question in writing, and we do not receive it within ten (10) business days, we may not credit your account.

We will notify you of the results of our investigation within three (3) business days following its completion. If we determine no error has been made, we will withdraw any provisional credits from your account and notify you of the decision in writing. You may request copies of all documents used in our investigation.

NOTE: If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

11. TERMINATION

We may modify, suspend or terminate your privilege of using Online Banking and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate Online Banking, or any of its services we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable.

You may terminate your access to Online Banking by notifying us in writing at the address found at the bottom of the document.

12. ENFORCEMENT

You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

13. AMENDMENTS

The terms of this Agreement may be changed by us from time to time by notice from us to you. We may also revoke your right to use electronic funds transfer services at any time. We may communicate changes by either mail, email, or notice on our website and will make our updated terms available on our website. If we have notified you of a change in any term of this Agreement and you continue to use the Service after the effective date of the change, you have agreed to the new term(s).

14. CONTACT INFORMATION:

Call us at:

Blackhawk Community Credit Union
(608) 755-6065 or (800) 779-5555

Fax to us at:

Blackhawk Community Credit Union
Fax: (608) 755-6115

Write to us at:

Blackhawk Community Credit Union
P.O. Box 5366
Janesville, WI 53547-5366