



Online Banking Agreement and Disclosures

This agreement states the terms and conditions that apply to your use of Online Banking services offered by Eastman Credit Union. Please read this agreement carefully. Continued use of the Online Banking service constitutes your acceptance of this agreement.

Agreement

"You" means the member or user of the Services. "ECU " means Eastman Credit Union. "Online Banking" or "Services" means all the various services provided through this Web site, or through representatives of ECU Online Banking Staff ("ECU Staff"), which is a part of Online Banking. The Services provided through Online Banking may change from time to time, and Services may be added or removed. Your use of Online Banking is conditioned on your acceptance without change of all terms of this Online Banking Agreement. Continued use of the Online Banking service constitutes your acknowledgement that you have read and understand the contents of this Agreement, and that you agree to be legally bound by it.

Use

Each time you use Online Banking, your use constitutes your continuing agreement to use Online Banking according to this Agreement and to be legally bound by all its terms, as these terms are now or as they may change in the future from time to time. You agree:

- To use Online Banking only for those accounts for which you have authorized access and use;
- To use Online Banking only in accordance with this Agreement and applicable laws;
- To comply with any user requirements as they may be promulgated from time to time;
- To promptly pay all fees and charges that may apply to your use of Online Banking either now or in the future (presently, Online Banking is free); and
- To remain bound by the terms and conditions of all your loan legal documents, which may not be changed by any Online Banking transaction or without the express written consent of ECU.

This Agreement is not intended to modify any of the terms of any loan that you may have with ECU. Your rights and obligations with respect to any such loan will continue to be covered by the agreements entered into between you and ECU in connection with the loan.

Certain special or custom loan products or services may not be available through Online Banking. If any transaction requiring prompt completion cannot be made or concluded through Online Banking or by ECU Staff, you should contact your local ECU branch directly by telephone or in person during business hours.

Online Banking is provided as a privilege and convenience to ECU members. ECU reserves the right to terminate the entire Online Banking program or access to any account at any time and

without prior notice. ECU also reserves the right to terminate Online Banking access privileges for all accounts applicable to a member number if any account under that member number becomes delinquent, is declared to be in default, becomes subject to litigation or other court proceedings, is restructured, is accessed in violation of applicable law or this Agreement, or if ECU believes the account is being used for fraudulent and/or illegal activity, including illegal internet gambling. If you use your account to engage in any such illegal activities, you will nevertheless be liable for those activities. Further, you agree to reimburse ECU for any losses it incurs as a result of your actions. ECU will make a reasonable attempt to notify you if your Online Banking access is terminated for any reason.

Proprietary Rights

ECU and other third parties, where applicable, are the absolute owners of all intellectual property and rights applicable to this Web site and to Online Banking. You agree that this Web site contains proprietary trademarks, data, text, information, programs and materials (collectively called "Information") protected by copyright, trademark and other forms of ownership protection under the laws of the United States of America. Except as specifically authorized in this Agreement, you do not have permission to copy, use or republish in any form any Information found on this Web site. You are authorized to view the Information available on this Web site for personal use and informational purposes only, and you may create an electronic copy of the Information for your personal use. No part of the Information may be otherwise copied, reproduced or redistributed in any form without prior written consent from ECU. You also agree that your right to use this Web site is derived solely from, and is expressly limited by, this Agreement. You agree not to assert any claim of ownership over the Information, including any software or data, based on your use.

Processing Restrictions

ECU will not process your transaction if:

- Your account does not have sufficient funds to cover the transaction
- Your loan is in default or the requested transaction will result in a default
- Your transaction violates a term or condition of the Online Banking Agreement or your loan legal documents
- A legal order prohibits ECU from making the transaction
- ECU terminated your Online Banking account access
- ECU terminated the Online Banking Agreement
- You (or anyone you allow to use the account) commits or attempts to commit fraud or violate any law or regulation
- The electronic terminal, telecommunication device, Internet access service or any electronic fund transfer system required for the transaction is not working properly
- You do not provide complete and correct information required for the transaction
- You do not follow all applicable Online Banking instructions
- Circumstances beyond ECU 's control (such as fire, flood, acts of God, unexpected disruption of service, or action of any third party) prevent completing the transaction.

Disclaimer Of Warranties

Online Banking Services and Information are provided "AS IS" and WITHOUT WARRANTY of any kind. While Online Banking is believed to be reliable and accurate, ECU DOES NOT WARRANT that Online Banking will be accurate, complete or timely; or free from faults or interruptions in service; or that data or Information will be error-free. ECU assumes no liability or responsibility for any errors or omissions in the Information on this Web site, and specifically disclaims any duty to update the Information.

It is expressly understood and agreed that EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.

Passwords And Security

You agree to follow ECU's security procedures and recommended security practices, to establish a password, and to maintain the security of that password at all times. ECU shall be entitled to act on all instructions provided through Online Banking, including ECU Staff, which are authorized using the correct password for that account. ECU is not liable for any unauthorized transaction or access to your account, or for any damages resulting from this, if such action was initiated using your password. If your password is ever lost, stolen or improperly disclosed, or you notice any irregularity in your account, you agree to report this fact immediately to the Member Service Center or by secure messaging to ECU, and to immediately change your password. Password changes may be made online.

ECU members who access their accounts through an App on their Apple mobile device (iPhone or iPad) may be able to use the Touch ID feature to log in securely instead of entering a User ID and password. By enabling Touch ID, every person with an enrolled fingerprint on your device will have access to your accounts. You should review your enrolled fingerprints to make sure you are willing to allow those persons to access the personal and financial information available through your mobile device. Fingerprints are only stored on your device. ECU does not see or store your fingerprint information.

Transactions Subject To Credit Approval

Online Banking provides the opportunity to apply for credit or to request other Services which may be subject to credit approval. This feature is intended as a convenience for ECU members. You agree that your use or application for any Service or transaction requiring credit approval by ECU is subject to applicable credit approvals, even though you may apply for it through Online Banking.

Submission of credit requests through Online Banking is not intended to suggest that ECU is committed in advance to approve any credit request, or that credit applications submitted through Online Banking are more likely to receive favorable action. ECU will notify you of its credit decision.

Indemnification

You agree to indemnify, defend and hold ECU harmless from any damage, loss or liability of any kind, including without limitation, reasonable attorney's fees and court costs, which may result, directly or indirectly, in whole or in part, from the actions taken or services rendered by ECU under this Agreement pursuant to your instructions or the information you provide. For purposes of this Indemnification section only, "ECU " shall mean ECU and all its past, present and future directors, employees, contractors, agents, third party service providers and any person or entity involved in the creation, production or delivery of this Web site or the Information provided here.

Your Liability

Except as otherwise provided by law, you shall be liable for any loss or damages in all cases where:

- We have followed the security procedures applicable to your Loan Account(s),
- We have followed the transaction instructions provided to us,
- You fail to notify us within a reasonable time, not to exceed 30 days after receipt, of any discrepancy in your billing statement regarding a transaction, or
- You or your current or former authorized representatives attempt or commit unauthorized, fraudulent, or dishonest acts. Your liability includes, but is not limited to, instances where a former authorized agent, representative or employee or anyone else initiates a transaction to your detriment by obtaining access to your transmitting facilities or your security information, regardless of how that access or information was obtained and regardless of whether the obtaining of such access or information is your fault. We are under no obligation to know that instructions may be erroneous, improper or unauthorized.

Disclaimer Of Liability

THE USER OF THIS SYSTEM ASSUMES ALL RESPONSIBILITY AND RISK FOR THE USE OF THIS SERVER AND THE INTERNET GENERALLY. ECU AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO THE INFORMATION ACCESSIBLE FROM, OR VIA THIS SERVER OR THE INTERNET GENERALLY. ECU DOES NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT OR PROCESS ACCESSIBLE FROM, OR VIA, THIS SERVER OR THE INTERNET GENERALLY. IN NO EVENT SHALL ECU BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE INFORMATION ACCESSIBLE FROM, OR VIA, THIS SERVER OR THE INTERNET GENERALLY.

ECU, VISA INC. AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS AND THE MANUFACTURER OF YOUR MOBILE PHONE WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF ECU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF ECU, VISA AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS AND THE MANUFACTURER OF YOUR MOBILE PHONE TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED \$100.

IN NO EVENT WILL ECU BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING FROM THE ECU CARDS SERVICE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF WE, OR OUR REPRESENTATIVES, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

Viruses And Links

ECU disclaims all responsibility and liability for any damages caused by viruses contained within the electronic files or at this Web site. While this Web site contains links to other Web sites we believe may be of interest to you, ECU is not responsible for the functioning, content or accuracy of these linked sites.

Disclosure Of Your Account Information

Consistent with our Security & Confidentiality Statement, ECU will protect your account information and other confidential information provided through Online Banking. You agree that ECU may disclose all or any portion of this information to its own employees, contractors, agents, affiliates, third party service providers, independent auditors, regulators, consultants or attorneys as needed (a determination within the sole discretion of ECU) to provide, administer and monitor Online Banking and to carry out ECU 's responsibilities under this Agreement and all applicable law.

Changes To This Agreement

ECU reserves the right to change the terms of this Agreement at any time. If any changes are made, the revised Agreement will be updated and posted on this Web site. Generally, a change in terms will become effective 30 days after the date notice is posted on the Web site. Your continued use of Online Banking after the effective date will be your agreement to be bound by this Agreement, as amended by the new terms. If ECU determines, in its sole discretion, that any change is needed immediately, ECU will post notice that such change becomes effective immediately. You are always free to reject any change in the terms of this Agreement by closing the Online Banking access to your account.

Termination Of This Agreement

ECU reserves the right to terminate your access under this Agreement or the Online Banking program at any time and without prior notice. In the event ECU decides to terminate this Agreement, ECU will make a reasonable attempt to notify you provided that circumstances allow for notification and the time required.

You may terminate this Agreement's applicability to your account(s) at any time, and without any fee or penalty, by closing your account's Online Banking access through this Web site and terminating your use of Online Banking. You must do this by following the procedure set out on this Web site.

Dispute Resolution

If you have a dispute or concern regarding Online Banking or any of its services, including all transactions made by or through Online Banking, you should contact your local branch or call ECU at (800) 999-2328. You may request escalation of your issue within the credit union. We will do our best to resolve the issue directly with you. ECU does not require its members to engage in mandatory arbitration. If we are unable to resolve your dispute to your satisfaction, you may contact the Credit Union Division of the State of Tennessee at:

Credit Union Division
414 Union Street, Suite 1000
Nashville, TN 37219

Electronic Fund Transfers Disclosures

Your Rights and Responsibilities

Tell ECU immediately if you believe your card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your checking account. 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 notify ECU within 2 business days after you learn of the loss or theft of your card or PIN, you can lose no more than \$50 if someone used your card or PIN without your permission. If you do NOT tell ECU within 2 business days after you learn of the loss or theft of your card or PIN, and ECU determines it could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, PIN, or other means, notify ECU at once. If you do not notify ECU within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if ECU determines it could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from notifying us, ECU may extend the time periods.

To report a lost or stolen card during regular work hours, please call 1-800-999-2328 or (423) 229-8200. After work hours and weekends, please call 1-800-453-4270. You may also write us at: ECU Card Services, P.O. Box 1989, Kingsport, TN 37662. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your checking account without your permission.

For purposes of these disclosures, ECU's business days are Monday through Friday. Holidays on which ECU is closed are not included.

You may use your card or PIN to:

1. Withdraw cash from your checking or savings account or from your line of credit.
2. Make deposits to your checking or savings account.
3. Transfer funds between your checking and savings accounts whenever you request.
4. Obtain account balance information.
5. Pay for purchases at places that have agreed to accept the card or PIN. Some of these services may not be available at all terminals.
6. Pay bills directly by telephone from your checking account in the amounts and on the days you request.

Electronic Check Conversion

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay your bills.

Limitations on Frequency of Transfers

There are no limits on the number of cash withdrawals or fund transfers you may make from ECU's ATM terminals. There are also no limits on the number of point-of-sale transactions you make. However, Federal regulations limit the number of transfers you may make by telephone or online from your share (savings) accounts.

Limitations on Dollar Amounts of Transfers

You are limited to a total of \$800 each day in withdrawals from ATM terminals or in using your card to purchase goods or services in point-of-sale (PIN based) transactions. Signature based transactions may be completed for any amount up to your account balance.

Fees

When you use an ATM that is not owned by ECU, you may be charged a fee by the ATM operator or any network used. You may also be charged a fee for a balance inquiry even if you do not complete a fund withdrawal or transfer.

Confidentiality

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

- a. Where it is necessary for completing transfers, or
- b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- c. In order to comply with subpoenas or other legal process, or
- d. If you give us your written permission.

Documentation

You can get a receipt at the time you make any transfer to or from your account using an ECU ATM.

Preauthorized Credits

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can call ECU at 1-800-999-2328 to find out whether or not the deposit has been made.

Periodic Statements

You will get a monthly account statement.

Preauthorized Payments

- a. You have the right to stop payment on preauthorized transfers from your account. To stop a preauthorized payment, call ECU at 1-800-999-2328, or write to ECU Card Services, P.O. Box 1989, Kingsport, TN 37662 in time for ECU to receive your request 3 business days or more before the payment is scheduled to be made. If you call, ECU may also require you to put your request in writing and deliver it within 14 days after you call. ECU will charge you a fee for each stop-payment order you give. If you order ECU to stop a preauthorized payment 3 business days or more before the transfer is scheduled, and it fails to do so, ECU will be liable for your losses or damages. Refer to fee schedule for current stop payment fee amounts.
- b. If your preauthorized payments vary in amount, the person you are going to pay will tell you, at least 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Credit Union Liability

If ECU does not complete a transfer to or from your account on time and in the correct amount according to its agreement with you, ECU will be liable for your losses or damages. However, there are some exceptions including:

- a. If, through no fault of ECU, you do not have enough money in your account to make the transfer; or
- b. If the transfer would go over the credit limit on your overdraft line of credit; or
- c. If the ATM where you are making the transfer contains insufficient cash to make the transfer; or
- d. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer; or
- e. If the circumstances beyond ECU's control (such as fire or flood) prevent the transfer, despite reasonable precautions that ECU has taken.

Error Resolution

In case of errors or questions about your electronic transfers, telephone Fidelity Card Services at 1-800-600-5249 or fax 1-866-451-6263. You may write to Fidelity Card Services at P.O. Box 30945, Tampa, FL 33630-3495. If you prefer to contact ECU directly, you may call 1-800-999-2328 or email at ecenter@ecu.org. You must contact Fidelity or ECU as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt. ECU must hear from you no later than 60 days after it sent the FIRST statement on which the problem or error appeared. When you contact Fidelity or ECU:

- a. Give your name and account number (if any);
- b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- c. Disclose the dollar amount of the suspected error.

If you notify Fidelity or ECU orally, you may be required to send your complaint or question in writing within 10 business days.

ECU will determine whether an error occurred within 10 business days after your notification of a suspected error and it will correct any error promptly. If ECU needs more time, however, it may take up to 45 days to investigate your complaint or question. If ECU decides to increase the investigation time, your account will be credited 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 ECU to complete its investigation. If ECU asks you to put your complaint in writing and it is not received within 10 business days, it may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, ECU may take up to 90 days to investigate your complaint or question. For new accounts, it may take up to 20 business days to credit your account for the amount you think is in error.

ECU will tell you the results within three business days after completing its investigation. If ECU determines that there was no error, you will receive a written explanation. You may ask for copies of the documents that ECU used in its investigation.