



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

The following terms and conditions govern the manner in which Abbott Laboratories Employees Credit Union, ALEC (hereafter referred to as Us, We, Our) will provide Online Banking Services (Services) to You:

#### **Our Member Service Information**

Our Member Service Representatives are available 24/7.

Mail may also be addressed to:

ALEC

Attn: Member Services

325 Tri-State Parkway

Gurnee, IL 60031-5915

Secure e-mail can be sent to a Member Services Representative Department via the Self Service E-mail function 24 hours a day.

#### **Services**

You authorize Us to utilize Fiserv Inc. to provide the Services to You on Our behalf. We reserve the right to refuse to make any transfer.

#### **Transfer Services**

You may use online banking to:

- Transfer funds from your share draft to share draft or share savings account(s)
- Transfer funds from your share savings to share savings or share draft account(s)
- Transfer funds from share draft or share savings account to loan accounts you have with us to make a payment (excluding mortgage loans)
- Transfer funds from your home equity line of credit to your share draft or share savings account(s)
- Obtain balance information on your loan, share draft, share savings, and share certificates accounts
- Obtain account histories on all your loan, share draft, share savings, and share certificates accounts
- Access your member e-statement
- Access your ALEC Rewards Visa account balance, history and cardholder e-statement

Funds will arrive at Your targeted Account as close as reasonably possible to the date designated by You in Your transfer instruction. Subject to the terms and conditions of this Agreement, For each properly instructed transfer to a targeted Account You will receive a transaction confirmation number (Confirmation Number).

#### **Limitation**

Under no circumstances will We be liable if We are unable to complete any transfers initiated in a timely manner via the Service(s) because of the existence of any one or more of the following circumstances:

- You do not obtain a Confirmation number at the time You initiate a payment.
- The designated Account does not contain sufficient funds to complete the payment.
- You have closed the designated Account.
- We have identified You as a credit risk and have chosen to terminate Your subscription to the Service(s).
- The Service(s), Your equipment, or any communications link is not working properly and You know or have been advised by Us about the malfunction before You execute the transaction.



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- Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside source) prevent the proper execution of the transaction and We have taken reasonable precautions to avoid these circumstances.

WE ARE NOT RESPONSIBLE FOR ANY OTHER LOSS, DAMAGE OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT OR SOFTWARE, THE SERVICES, OR ANY TECHNICAL OR EDITORIAL ERRORS CONTAINED IN OR OMISSIONS FROM ANY PUBLICATION OR ON-LINE HELP GUIDE RELATED TO THE SERVICES. WE SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR EQUIPMENT, SOFTWARE OR THE SERVICES, EXCEPT WHERE THE LAW REQUIRES A DIFFERENT STANDARD.

#### **Transfer Scheduling Cancellation / Modification**

The online banking Scheduled Transfer Date, as indicated by you, must always be a business day (as defined at the end of this disclosure). If it is not, the Scheduled Transfer Date will be deemed to be the first business day following the date indicated.

Except for those transfers which are completed immediately, You may cancel or modify a transfer up to 5:59 a.m. Central Standard Time (CST) on the day of the transfer. Scheduled transfers are processed after 5:59 a.m. Central Standard Time (CST).

#### **Statements**

All transfers made via the Services will be listed on Your monthly Account Statement that you receive from Us.

#### **New Services**

We may, from time to time, introduce new services or enhance the existing Services. We shall notify You of the existence of these new or enhanced services. By using these services when they become available, You agree to be bound by the obligations concerning these services, which will be sent to You.

#### **Care of Your User ID and Security Code**

You agree that You will not give your Services User ID (Log on ID) and security code (Security Code) or make it available to any other person. If You believe that Your Security Code has been lost or stolen, or that someone has made transfers using Your Security Code without Your permission, you must notify Us IMMEDIATELY at 800.762-9988 or send an electronic message through the E-Mail feature.

#### **Your Liability for Unauthorized Payments or Unauthorized Transfers**

If you believe that your Security Code has been lost or stolen, notify Us IMMEDIATELY as provided above in order to keep your possible losses down. If you notify Us within two (2) Business Days after You learn of the loss or theft, your maximum liability is \$50.00.

If you do NOT notify Us within two (2) Business Days after You learn of the loss or theft of your Security Code, and We can prove that We could have prevented someone from using Your Security Code if You had told Us in time, Your maximum liability is \$ 500.00.



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## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

If your Statement shows transfers that You did not make, notify Us IMMEDIATELY. If You do not notify Us within sixty (60) days after the Statement was mailed or delivered to You, You may be liable for the loss if We can prove that such a loss would not have occurred if you had notified us within sixty (60) days.

#### **Errors and Questions**

In case of errors or questions about your electronic transfers, call or write to us at the telephone number or address listed above, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on your statement or receipt. We must hear from You no later than sixty (60) days after You received the first Statement on which the problem or error appeared.

When You call or write Us, You must:

Tell Us Your name, User ID and Member Number.

Describe the payment You are unsure about (Merchant name and Address, Account information, Transaction Date, Transaction Amount) and explain as clearly as You can why You believe it is an error or need more information. If possible, please provide Us with the Confirmation Number for such transaction.

Tell Us the dollar amount of the suspected error. If You tell Us orally, or by using the Services' electronic mail, We may require that You send Your complaint in writing within ten (10) Business Days. We will tell You the result of Our investigation within ten (10) Business Days after We receive Your complaint and will correct any Services error promptly. If We need more time, We may take up to forty-five (45) days to investigate the complaint or question. If We decide to do this, We may recredit Your Account within ten (10) Business Days after we hear from you, for the amount You think is in error in order that You may have the use of the money during the time it takes to complete Our investigation. If We ask You to put Your question or complaint in writing and We do not receive it within ten (10) Business Days, We may not recredit Your Account.

If We decide that there was no error, We will mail or transmit to You a written explanation within three (3) Business Days after We have completed the investigation, and within ten (10) Business days of the date of such explanation, We will debit Your account the amount previously recredited to You for use during the time We took to complete Our investigation. You may ask for copies of documents used during Our investigation.

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

We will only disclose information to third parties about Your Payment Accounts:

When it is necessary for completing payment;

In order to verify the existence and condition of your account for a third party, such as credit bureau

In order to comply with a government agency or court order; or

If You give us Your written permission.

#### **Fees**

There is no monthly service charge for Online Banking Services.

#### **Termination of Privileges**

We may at any time, and at our sole discretion, limit or terminate the Online Banking services we offer you. Specifically, we reserve the right to terminate the access to the Online Banking service when deemed to be inactive by ALEC. These Services will be deemed inactive if not used in any 60 day period.



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Any questions relating to termination or reinstatement of service can be directed to Member Services via phone or e-mail.

#### **Additional Terms and Conditions**

In addition to the foregoing, You agree to be bound by and comply with the requirements of all publications, on-line help, and applicable state and federal laws and regulations. We agree to be bound by them too.

We reserve the right to terminate Your use of the Services, in whole or in part, at any time without prior notice. You may cancel Your subscription to the Services, upon thirty (30) days prior notice to the ALEC Member Service Department. You will be responsible for all transfers You have requested prior to termination and for all other charges, fees, and taxes incurred.

BE SURE TO CANCEL ALL OUTSTANDING TRANSFER ORDERS BEFORE YOU NOTIFY US TO TERMINATE THE SERVICE. WE WILL NOT BE LIABLE FOR TRANSFERS NOT CANCELLED OR MADE DUE TO YOUR ACTIONS RELATED TO SERVICE TERMINATION.

These Terms and Conditions, all publications, and applicable Service fees and charges may only be altered or amended by Us. In such event, We shall send notice to You at your listed address or transmit notice of the alteration or amendment over the Services. Your use of the Services following receipt of such notice constitutes acceptance of such alterations or amendments.

In the event of a dispute regarding the Services, You and We agree to resolve this dispute by looking to these Terms and Conditions. These Terms and Conditions shall supersede any and all other representations made by You or Our employees.

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Illinois.

Business Days are Monday through Friday excluding normal banking holidays.

### TERMS OF SERVICE

#### GENERAL TERMS FOR EACH SERVICE

**1. Introduction.** This Terms of Service document (hereinafter "Agreement") is a contract between you and ALEC (hereinafter "we" or "us") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

**2. Service Providers.** We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under



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### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a “Definitions” Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

**3. Amendments.** We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service’s more recent revisions, updates, upgrades or enhancements.

**4. Our Relationship With You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

**5. Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

**6. Notices to Us Regarding the Service.** Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: 325 Tri-State Pkwy, Gurnee, IL 60031. We may also be reached at 800.762.9988 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

**7. Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 6 of the General Terms above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.



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## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

**8. Text Messages, Calls and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM (“ATDS”), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

**9. Receipts and Transaction History.** You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

**10. Your Privacy.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

**11. Privacy of Others.** If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

**12. Eligibility.** The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

**13. Prohibited Payments.** The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any federal or state law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. Payments that may be deemed to be illegal, improper, brand damaging or potentially exposing us, our Service Providers, or the financial system to risk or reputational harm; and
- e. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.



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## Online Banking Terms and Conditions

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**14. Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

**15. Payment Methods and Amounts.** There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us, the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

**16. Your Liability for Unauthorized Transfers.** Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

**17. Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.



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## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

**18. Failed or Returned Payment Instructions.** In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse us or our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

**19. Address or Banking Changes.** It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

**20. Information Authorization.** Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service



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## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

**21. Service Termination, Cancellation, or Suspension.** If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

### **22. Errors, Questions, and Complaints.**

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
  1. Tell us your name;
  2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,



325 Tri-State Parkway  
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800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. For errors involving new Eligible Transaction Accounts, we may take up to ninety (90) days to investigate your complaint or question and up to twenty (20) Business Days to provisionally credit your Eligible Transaction Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

**23. Intellectual Property.** All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

**24. Links and Frames.** Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not “frame” material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

**25. Password and Security.** If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

**26. Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

**27. Disputes.** In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

**28. Arbitration.** For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services (“JAMS”), the American Arbitration Association (“AAA”), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

**29. Law and Forum for Disputes.** Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. TO THE EXTENT THAT THE TERMS OF THIS AGREEMENT CONFLICT WITH APPLICABLE STATE OR FEDERAL LAW, SUCH STATE OR FEDERAL LAW SHALL REPLACE SUCH CONFLICTING TERMS ONLY TO THE EXTENT REQUIRED BY LAW. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 28 of the General Terms above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 28 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. TO THE EXTENT ALLOWED BY APPLICABLE LAW, BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.

**30. Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

**31. Release.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

**32. No Waiver.** We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**33. Exclusions of Warranties.** THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
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## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

**34. Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**35. Complete Agreement, Severability, Captions, and Survival.** You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
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## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

#### 36. Definitions.

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

#### BILL PAYMENT SERVICE ADDITIONAL TERMS

**1. Description of Service.** The term "Bill Payment Terms" means these Bill Payment Service Additional Terms. The bill payment service (for purposes of these Bill Payment Terms, and the General Terms as they apply to these Bill Payment Terms, the "Service") enables you to receive, view, and pay bills from the Site.

**2. Payment Scheduling.** The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft check drawn on your account, the draft check arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft check, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

**3. The Service Guarantee.** Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with Section 2 of the Bill Payment Terms (Payment Scheduling).

**4. Payment Authorization and Payment Remittance.** By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Eligible Transaction Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Eligible Transaction Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee (as described in Section 3 of the Bill Payment Terms) shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

**5. Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

**6. Stop Payment Requests.** The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact customer care for the Service in the manner set forth in Section 22 of the General Terms above. Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

**7. Exception Payments Requests.** Exception Payments may be scheduled through the Service, however Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee (as described in Section 3 of the Bill Payment Terms) does not apply to Exception Payments.

**8. Bill Delivery and Presentment.** The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

- 1. Presentation of electronic bills** – You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary “trial basis.” In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
- 2. Paper Copies of electronic bills** – If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
- 3. Sharing Information with Billers** – You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for “trial basis” electronic bills.
- 4. Information held by the Biller.** We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

5. **Activation.** We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
6. **Authorization to obtain bill data.** You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
7. **Notification.** We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
8. **Cancellation of electronic bill notification.** The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
9. **Non-Delivery of electronic bill(s).** You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
10. **Accuracy and dispute of electronic bill.** We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

**9. Disclosure of Account Information to Third Parties.** It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Policy (as further described in Section 10 (Your Privacy) of the General Terms), in addition to the circumstances set forth in Section 20 of the General Terms (Information Authorization):

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

**10. Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site.



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Billing Account. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Billing Account for such fees, as described in this Section, and there are insufficient funds in the Billing Account.

**11. Biller Limitation.** The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Service will notify you promptly if it decides to refuse to pay a Biller designated by you.

**12. Returned Payments.** In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Service.

**13. Information Authorization.** In addition to Section 20 of the General Terms (Information Authorization), you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

**14. Bill Capture.** The following Bill Capture terms and conditions in this Section 14 (Bill Capture) only apply to Bill Capture (as defined below). If Bill Capture is not available to you within our mobile banking application, then this Section 14 (Bill Capture) does not apply.

**Bill Capture.** Your use of our mobile banking application may include the ability to add bill payment payees by utilizing your mobile phone to take pictures of your paper bills ("Bill Capture"). Once you take the picture, Bill Capture extracts and prefills Biller information such as the name, address and account number of the Biller into our mobile banking app for use with the Service, or matches the bill to an existing Biller and prefills the amount due and due date. Bill Capture is subject to the following terms:

1. You shall use Bill Capture only for your own use in accordance with the terms of this Agreement;
2. We do not guarantee that your mobile device will be compatible with Bill Capture; and
3. You bear sole responsibility for confirming that the information captured by Bill Capture matches the information on the applicable bill pay stub, and in no event will we be liable for any results from your use of extracted data from Bill Capture with the Services, including, without limitation, any late fees for payments sent to an improper Biller or improper account.

**15. Bill Discovery.** The following Bill Discovery terms and conditions in this Section 15 (Bill Discovery) only apply to Bill Discovery (as defined below). If Bill Discovery is not available to you from our Site, then this Section 15 (Bill Discovery) does not apply.



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

**Bill Discovery.** The bill discovery feature (“Bill Discovery”) enables the automatic searching, identification, and retrieval of information about your Billers and bills based on matching information about your identity. In order to enable Bill Discovery, you will need to authorize the Service to access and use information from your consumer report from a credit bureau and/or our Biller network in order for Bill Discovery to identify potential matches. By providing your consent within the Bill Discovery portion of the Site, you authorize the Service to access and use such information until you withdraw your consent. You may withdraw your consent within the Bill Discovery portion of the Site at any time. If Bill Discovery has identified Biller matches, the Service will allow you to add these Billers to your user profile. New Billers added through Bill Discovery are subject to Section 8 (Bill Delivery and Presentment) of the Bill Payment Terms.

**16. Payment Methods.** In addition to the payment methods set forth in Section 15 (Payment Methods and Amounts) in the General Terms, certain Service payments may be processed using a prepaid, single-use virtual card. Single-use cards provide a fast and secure way for your payment to be delivered. Please note in the event your payment is processed using a virtual card, you will not recognize the payment method and/or card numbers on any payment confirmation communication you may receive from your Biller.

#### 17. Definitions.

“Biller” is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

“Billing Account” is the checking account from which all Service fees will be automatically debited.

“Due Date” is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

“Eligible Transaction Account” is as defined in Section 36 of the General Terms, except that it shall be limited to an account that you hold with us, and from which bill payments will be debited.

“Exception Payments” means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

“Payment Instruction” is as defined in Section 36 of the General Terms, and is further defined as the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

“Scheduled Payment” is a payment that has been scheduled through the Service but has not begun processing.

“Scheduled Payment Date” is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
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## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

#### BILL PAYMENT SERVICE ADDITIONAL TERMS (GOOD FUNDS PROCESSING)

**1. Description of Service.** The term “Bill Payment Terms” means these Bill Payment Service Additional Terms (Good Funds Processing). The bill payment service (for purposes of these Bill Payment Terms, and the General Terms as they apply to these Bill Payment Terms, the “Service”) enables you to receive, view, and pay bills from the Site.

**2. Payment Scheduling.** The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the Scheduled Payment Date, your Eligible Transaction Account will either be debited immediately after scheduling your payment or up to five (5) Business Days prior to the Scheduled Payment Date. The specific timing of the debit to your Eligible Transaction Account will be disclosed in the user interface for the Service.

**3. The Service Guarantee.** Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with Section 2 of the Bill Payment Terms (Payment Scheduling).

**4. Payment Authorization and Payment Remittance.** By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Eligible Transaction Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Eligible Transaction Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee (as described in Section 3 of the Bill Payment Terms) shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
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## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

3. You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

**5. Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

**6. Stop Payment Requests.** The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact customer care for the Service in the manner set forth in Section 22 of the General Terms above. Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

**7. Exception Payments Requests.** Exception Payments may be scheduled through the Service, however Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee (as described in Section 3 of the Bill Payment Terms) does not apply to Exception Payments.

**8. Bill Delivery and Presentment.** The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

**11. Presentation of electronic bills** – You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary “trial basis.” In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.

12. Paper Copies of electronic bills – If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.

13. Sharing Information with Billers – You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.

14. Information held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.

15. Activation. We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

16. Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

17. Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

18. Cancellation of electronic bill notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

19. Non-Delivery of electronic bill(s). You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

20. Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

**9. Disclosure of Account Information to Third Parties.** It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Policy (as further described in Section 10 (Your Privacy) of the General Terms), in addition to the circumstances set forth in Section 20 of the General Terms (Information Authorization):

7. Where it is necessary for completing transactions;
8. Where it is necessary for activating additional services;
9. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
10. To a consumer reporting agency for research purposes only;
11. In order to comply with a governmental agency or court orders; or,
12. If you give us your written permission.

**10. Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Billing Account. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Billing Account for such fees, as described in this Section, and there are insufficient funds in the Billing Account.

**11. Biller Limitation.** The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Service will notify you promptly if it decides to refuse to pay a Biller designated by you.

**12. Returned Payments.** In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Service.

**13. Information Authorization.** In addition to Section 20 of the General Terms (Information Authorization), you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

**14. Bill Discovery.** The following Bill Discovery terms and conditions in this Section 14 (Bill Discovery) only apply to Bill Discovery (as defined below). If Bill Discovery is not available to you from our Site, then this Section 14 (Bill Discovery) does not apply.

**Bill Discovery.** The bill discovery feature (“Bill Discovery”) enables the automatic searching, identification, and retrieval of information about your Billers and bills based on matching information about your identity. In order to enable Bill Discovery, you will need to authorize the Service to access and use information from your consumer report from a credit bureau and/or our Biller network in order for Bill Discovery to identify potential matches. By providing your consent within the Bill Discovery portion of the Site, you authorize the Service to access and use such information until you withdraw your consent. You may withdraw your consent within the Bill Discovery portion of the Site at any time. If Bill Discovery has identified Biller matches, the Service will allow you to add these Billers to your user profile. New Billers added through Bill Discovery are subject to Section 8 (Bill Delivery and Presentment) of the Bill Payment Terms.

**15. Payment Methods.** In addition to the payment methods set forth in Section 15 (Payment Methods and Amounts) in the General Terms, certain Service payments may be processed using a prepaid, single-use virtual card. Single-use cards provide a fast and secure way for your payment to be delivered. Please note in the event your payment is processed using a virtual card, you will not recognize the payment method and/or card numbers on any payment confirmation communication you may receive from your Biller.

### 16. Definitions.

“Biller” is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

“Billing Account” is the checking account from which all Service fees will be automatically debited.

“Due Date” is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

“Eligible Transaction Account” is as defined in Section 36 of the General Terms, except that it shall be limited to an account that you hold with us, and from which bill payments will be debited.

“Exception Payments” means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

“Payment Instruction” is as defined in Section 36 of the General Terms, and is further defined as the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

“Scheduled Payment” is a payment that has been scheduled through the Service but has not begun processing.



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

“Scheduled Payment Date” is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

### ACCOUNT TO ACCOUNT TRANSFERS ADDITIONAL TERMS

#### 1 Description of Service, Authorization and Processing.

a. The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.

b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.

c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
3. The transfer is refused as described in Section 6 of the Transfer Money Terms below;
4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

d. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

**2 Transfer Methods and Amounts.** Section 15 of the General Terms (Payment Methods and Amounts) applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

**3 Transfer Cancellation Requests and Refused Transfers.** You may cancel a transfer at any time until it begins processing (as shown in the Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

**4 Stop Payment Requests.** If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 22 of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

**5 Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 18 of the General Terms should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

**6 Refused Transfers.** We reserve the right to refuse any transfer. We will notify you promptly if we decide to refuse to transfer funds. This notification is not required if you attempt to make a transfer that is not allowed under this Agreement.



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

**7 Returned Transfers.** In using the Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

#### 8 Definitions

"Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to a checking, money market or savings account that you hold with us.

"External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

"Transfer Instruction" is a specific Payment Instruction (as defined in Section 36 of the General Terms) that you provide to the Service for a transfer of funds.

#### Identity Verification (Out of Band Authentication) Terms & Conditions template

Thank you for using **Abbott Laboratories Employees Credit Union (ALEC)** Verification Alerts combined with your handheld's text messaging capabilities. **Message & Data rates may apply.** For help, text "**HELP**" to **36397**. To cancel, text "**STOP**" to **36397** at any time. In case of questions please contact **ALEC** at **800-762.9988**.

Terms and Conditions:

**Program:** **ALEC** offers mobile access to authenticate a user over SMS. Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. This program will be on-going. Message & Data rates may apply. Users will be allowed to opt out of this program at any time.

**Questions:** You can contact us at **ALEC** or send a text message with the word "**HELP**" to this number: **36397**. We can answer any questions you have about the program.

**To Stop the program:** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "**STOP**" to this number: **36397**. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

**Terms & Conditions:** By participating in Verification Alerts, you are agreeing to the terms and conditions presented here.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless.



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

#### ZELLE® AND OTHER PAYMENT SERVICES ADDITIONAL TERMS

##### 1 Description of Services.

- a. We have partnered with the Zelle Network® (“Zelle®”) to enable a convenient way to send and receive money with others you trust, who are enrolled with Zelle® with us, or with another financial institution that partners with Zelle® (each a “User”) using aliases, such as email addresses, mobile phone numbers, or other unique identifiers described below (“Zelle® Payment Service,” as further described below). Zelle® provides no deposit account or other financial services. Zelle® neither transfers nor moves money. You may not establish a financial account with Zelle® of any kind. All money will be transmitted by a Network Financial Institution. THE ZELLE® PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE® PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. The term “Zelle® and Other Payment Terms” means these Zelle® and Other Payment Services Additional Terms.
- b. In addition to the Zelle® Payment Service, we provide other payment services under these Terms of Service. These additional services allow you to send money to people if you provide the Eligible Transaction Account information and other contact information for the Receiver; such transactions are not sent via Zelle®. These payment services are referred to as “Other Payment Services” in these Zelle® and Other Payment Terms. The term “Zelle® and Other Payment Services” means the Zelle® Payment Service and the Other Payment Services.
- c. The Zelle® and Other Payment Services enable you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of this Agreement, the Zelle® and Other Payment Services are generally available 24 hours, seven days a week with the exception of outages for maintenance and circumstances beyond the control of us or Zelle®. Live customer service generally will be available Monday through Friday, excluding US financial institution holidays.
- d. The Zelle® Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle® Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle® and Other Payment Services are not instantaneous. Payment delivery speed may vary based upon the fraud, risk and other funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle® and Other Payments unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network’s specifications.



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

#### 2 Payment Authorization and Payment Remittance.

- a. When you enroll to use the Zelle® Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle® Payment Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account. In addition to the restrictions set forth in Section 13 (Prohibited Payments) of the General Terms, you agree that you will not use the Zelle® and Other Payment Services to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle® and Other Payment Services to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Zelle® Payment Service or share your credentials with a third party to use the Zelle® Payment Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney. Zelle® and we reserve the right to terminate, suspend, or limit your access to or use of the Zelle® Payment Service at any time and without prior notice, including for reasons involving your use of the Zelle® Payment Service at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging or potentially exposing us, Zelle®, or the financial system to risk.
- b. This Section 2(b) does not apply to small business Users enrolled in the Zelle® Small Business Service (to the extent made available by us). The Zelle® and Other Payment Services are intended for personal, not business or commercial use. You agree that you will not use the Zelle® and Other Payment Services to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle® and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle® Payment Service if we believe that you are using the Zelle® Payment Service for business or commercial purposes, or for any unlawful purpose.
- c. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and/or a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Zelle® Payment Service with a landline phone number, toll-free number, Google Voice number, or Voice over Internet Protocol. Once enrolled, you may: (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Payments.” If at any time while you are enrolled, you do not send or receive money using the Zelle® Payment Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, or we receive information that you are not the owner of the mobile number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle® Payment Service until you enroll again. Once enrolled, a Z logo will appear on your profile for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will be displayed to other Users to aid them in determining which of your U.S mobile numbers or email addresses should be used to send money with Zelle®. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

on how to enroll it with Zelle<sup>®</sup>. If you enroll for the Zelle<sup>®</sup> Payment Service and select to use a Zelle<sup>®</sup> tag, the mobile phone number associated with your User profile will be used as a contact method for certain communications related to the Zelle<sup>®</sup> Payment Service and must meet the requirements described herein.

- d. When you enroll with Zelle<sup>®</sup>, you may establish one or more profiles. Each profile may be linked to only one bank account, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile. By providing us with names and mobile telephone numbers, email addresses and/or Zelle<sup>®</sup> tags of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Zelle<sup>®</sup> Payment Service. By providing us with names, bank account information and other contact information for Receivers to whom you wish to direct a payment via the Other Payment Service, you authorize us to follow the Payment Instructions that we receive via the Other Payment Services. Once enrolled, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.
- e. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including, but not limited to, those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
- f. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
- g. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
  1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
  2. The Zelle<sup>®</sup> and Other Payment Services are not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
  3. The payment is refused as described in Section 6 of the Zelle<sup>®</sup> and Other Payment Terms below;
  4. You have not provided us with the correct information, including, but not limited to, the correct Payment Instructions or Eligible Transaction Account information, or the correct name and email address, Zelle<sup>®</sup> tag or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
  5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
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## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

proper execution of the Payment Instruction.

- h. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle® and Other Payment Services (including, but not limited to, the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

### 3 Sending Payments.

- a. You may send money to another User at your initiation or in response to that User's request for money. When you send money to another User at your initiation, you may initiate a: (i) one-time payment that will begin processing immediately, (ii) one-time future dated payment that will begin processing on a specified future date, or (iii) recurring payment series that will begin processing recurring payments on a specified series of dates. Further details about each of these options can be found on the Site. You understand that use of the Zelle® and Other Payment Services by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Financial Institution to initiate a debit entry to your bank account. One-time payments that process immediately cannot be edited or canceled. You may edit or cancel a one-time future dated payment or recurring payment until the payment begins processing. You understand that when you initiate sending money using Zelle® and Other Payment Services and a payment has begun processing, it cannot be edited or canceled. As to the Zelle® Payment Service, if the person you sent money to has already enrolled with Zelle®, the money is sent directly to their bank account (except as otherwise provided in Section 3(f) of the Zelle® and Other Payment Terms below) and may not be canceled or revoked. We therefore recommend that you use the Zelle® Payment Service to send money only to people you know and trust. Your ability to cancel or stop payments is addressed more generally in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments) of the Zelle® and Other Payment Terms below.
- b. Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address, mobile telephone number and/or Zelle® tag). If the Receiver maintains an Eligible Transaction Account with a Network Financial Institution and has not yet enrolled in Zelle®, then the Zelle® Payment Service will contact the Receiver regarding enrollment in Zelle® and receipt of payment (a "Two-Step Transfer"). If the Receiver has already enrolled in Zelle®, then the Receiver will receive a message regarding your payment.
- c. Via the Other Payment Services, we also support the sending of money to Receivers if you provide the Eligible Transaction Account information for the Receiver and other contact information for the Receiver; such transactions are not sent via Zelle®. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers.



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in Section 22 of the General Terms (Errors, Questions, and Complaints).

- d. In most cases, when you are sending money to another User using the Zelle<sup>®</sup> Payment Service, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle<sup>®</sup>, the other Network Financial Institutions, and other Zelle<sup>®</sup> users, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle<sup>®</sup>, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle<sup>®</sup>, or otherwise ignore the payment notification, and the transfer may not occur. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver not enrolling in Zelle<sup>®</sup>. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we or Zelle<sup>®</sup> delay or block a payment that you have initiated, we will notify you via email to the designated email address within your Zelle<sup>®</sup> profile. Neither we nor Zelle<sup>®</sup> have control over the actions of other Users or other Network Financial Institutions that could delay or prevent your money from being delivered to the intended User.
- e. For the Other Payment Services and those Zelle<sup>®</sup> Payment Service payments where the Site indicates payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not enrolled in Zelle<sup>®</sup>. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.
- f. For Zelle<sup>®</sup> Payment Service payments, as to Recipients who have not yet enrolled with Zelle<sup>®</sup>, you acknowledge and agree that when we begin processing the Payment Instruction we will debit funds from your Eligible Transaction Account immediately, but we will only begin to process the requested transfer of funds to the Receiver once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement.



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
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## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

#### 4 Receiving Payments; Money Transfers by Network Financial Institutions.

- a. All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle® tag enrolled with the Zelle® Payment Service, you have no ability to stop the transfer. By using the Zelle® Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. If another person wants to initiate a Payment Instruction (including in response to a Zelle® request for money, if applicable) using the Zelle® Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a request for money, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Zelle® Payment Service.
- b. For the Zelle® Payment Service, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Financial Institutions, we may need or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We or Zelle® may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we or Zelle® delay or block a payment that you have initiated through a request for money, we will notify you via email to the designated email address within your Zelle® profile. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment. We have no control over the actions of other Users, Zelle® or other Network Financial Institutions that could delay or prevent a transfer of money to you. You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account, such as if we have questions regarding possible fraud in connection with the payment. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive requests for money, from others through the Zelle® Payment Service.
- c. You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

**5 Requesting Payments.** You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle® guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle® accept responsibility if the other User rejects or ignores your request or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle® may decide, in our discretion, that we will not send a reminder or repeat request to that User.



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
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## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle® Payment Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts. You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the Requestor and recipient and are not reviewed or verified by us or by Zelle®. Neither we nor Zelle® assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the Requestor. We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

If applicable, if you as a Requestor initiate a request for money using the Zelle® Payment Service, you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a request for money may not receive, or otherwise may reject or ignore, your request. We do not guarantee that you will receive any payments from individuals by initiating a request for money.

**6 Payment Cancellation, Stop Payment Requests and Refused Payments.** This Section only applies to the Other Payment Services and those Zelle® Payment Services transactions that can be cancelled in the limited circumstances set forth in Section 3(a) (Sending Payments) of the Zelle® and Other Payment Terms above. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver who has not enrolled in Zelle® will be automatically cancelled fourteen (14) days after the processing of the payment begins. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

**7 Consent to Emails and Automated Text Messages.** By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle® tag and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, U.S. mobile phone number, Zelle® tag and/or other alias to send or receive money as described in these Zelle® and Other Payment



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
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## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

Terms. You consent to the receipt of emails or text messages from us, from Zelle<sup>®</sup>, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle<sup>®</sup> and Other Payment Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle<sup>®</sup> may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees, as message and data rates may apply.
- b. You will immediately notify us if any email address or mobile number you have enrolled or is used as a contact method for a Zelle<sup>®</sup> tag is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or Zelle<sup>®</sup> or that we may send or Zelle<sup>®</sup> may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle<sup>®</sup> sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle<sup>®</sup>, including messages that you may send through us or through Zelle<sup>®</sup> or that we may send or Zelle<sup>®</sup> may send on your behalf.
- e. To cancel text messaging from us for the Zelle<sup>®</sup> and Other Payment Services, send STOP to 767666. For help or information regarding text messaging, send HELP to 767666 or contact our customer service at 800.762.9988. You expressly consent to receipt of a text message to confirm your "STOP" request.
- f. Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.
- g. Your phone service provider is not the provider of the Zelle<sup>®</sup> and Other Payment Services. Users of the Zelle<sup>®</sup> Payment Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

**8 Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Zelle<sup>®</sup> and Other Payment Services. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Zelle<sup>®</sup> and Other Payment Services or Site. Additional fees may apply for small business Users enrolled in the Zelle<sup>®</sup> Small Business Service. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as a request for money, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and



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Gurnee, IL 60031  
800.762.9988  
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## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Zelle® and Other Payment Services, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient funds in the Eligible Transaction Account.

**9 Refused Payments.** We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

**10 Returned Payments.** In using the Zelle® and Other Payment Services, you understand that Receivers may reject Payment Instructions or otherwise return payments only if the Receiver is not enrolled in Zelle®. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle® Payment Service.

**11 Consent to Share Personal Information (Including Account Information).** In addition to Section 20 (Information Authorization) of the General Terms, by accepting this Agreement, you consent to our disclosure of your personal information (including bank account information) as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

- a. As necessary to resolve a problem related to a transfer or payment between you and another User;
- b. To verify the existence of your bank account, or debit card, as applicable;
- c. To comply with government agency or court orders;
- d. To our affiliates, as permitted by law;
- e. To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
- f. To comply with inquiries in connection with fraud prevention or any investigation;
- g. For our general business purposes, including without limitation data analysis and audits; or
- h. As otherwise permitted by the terms of our Privacy Policy.

**12 Wireless Operator Data.** In addition to Section 20 (Information Authorization) of the General Terms, you acknowledge that we or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Zelle® Payment Service, you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Zelle® or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See Zelle®'s Privacy Policy at <https://www.zellepay.com/privacy-policy> for how it treats your data. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

**13 Liability.** Neither we nor Zelle® shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle® to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Zelle® Payment Service. THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE® DOES NOT OFFER PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR



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Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

**14 Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE® MAKES ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE® PAYMENT SERVICE. WE AND ZELLE® EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE® PAYMENT SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR ZELLE® WARRANT THAT THE ZELLE® PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE® PAYMENT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

**15 Limitation of Liability.** Section 34 (Limitation of Liability) of the General Terms does not apply to Zelle® Payment Services. EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE® PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE® PAYMENT SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE® PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE® HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE® PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE® PAYMENT SERVICES.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

**16 Indemnification.** You acknowledge and agree that you are personally responsible for your conduct while using the Zelle® Payment Service and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors or inability to use the Zelle® Payment Service, or any violation by you of the terms of this Agreement.



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
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## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

**17 Use of Our Online Banking Site and/or Mobile App.** You agree to access the Site and/or mobile app in compliance with our terms and conditions that we make available elsewhere on the Site, which are incorporated into and made part of this Agreement by this reference.

**18 Your Liability for Unauthorized Transfers.** Section 16 (Your Liability for Unauthorized Transfers) of the General Terms shall not apply to the Zelle® Payment Service. Immediately following your discovery of an unauthorized Zelle® Payment Service Payment Instruction, you shall communicate with customer care in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. The best way to minimize your loss is to call us immediately. You will have no liability for unauthorized transactions if you notify us within sixty (60) days after your monthly financial institution statement which shows the unauthorized transaction has been sent to you. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

When you give someone your password or other means to access your account through which you access the Zelle® and Other Payment Services, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Additionally, transactions that you or someone acting with you initiate with fraudulent intent are also authorized transactions.

Note: These liability rules only apply to Eligible Transaction Accounts used for personal, family and household purposes.

### 19 Content Standards; Zelle® Tags.

- a. **Content Standards:** You agree that you will not use the Zelle® Payment Service in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle® Payment Service any material that: (1) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (2) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (3) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (4) contains corrupted data or any other harmful, disruptive, or destructive files; (5) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (6) in Zelle®'s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Zelle® Payment Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.
- b. Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle® have absolute discretion to remove content at any time and for any reason without notice. We and Zelle® may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® Payment Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle® make no



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Gurnee, IL 60031  
800.762.9988  
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## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Zelle® Payment Service.

- c. The Zelle® Payment Service may include functionality for you to use a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending, receiving, or requesting money, which will be your “Zelle® tag.” Each Zelle® tag must have an eligible U.S. mobile phone number associated with it and there will be a limit on the number of Zelle® tags you may use. Your Zelle® tag must meet the Content Standards. You may not select a Zelle® tag that misleads or deceives other Users of the Zelle® Payment Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® Payment Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Zelle® Payment Service. We respect the intellectual property of others and require that users of the Zelle® Payment Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Zelle® Payment Service that is subject to intellectual property rights claims.

**20 Arbitration.** You acknowledge and agree that for any claims or disputes you assert against Zelle® and Early Warning Services, LLC, Zelle® and Early Warning Services, LLC are entitled to enforce Section 28 (Arbitration) of the General Terms against you.

#### 21 Definitions.

“Network Financial Institutions” means financial institutions that have partnered with Zelle®.

“Receiver” is a person or business entity that is sent a Payment Instruction through the Zelle® and Other Payment Services.

“Requestor” is a person that requests an individual to initiate a Payment Instruction through the Zelle® Payment Service.

“Sender” is a person or business entity that sends a Payment Instruction through the Zelle® and Other Payment Services.

“Zelle® Small Business Service” means functionality, to the extent made available by us, that enables a small business User to (i) send requests for money through the Zelle® Payment Service, and (ii) send and receive Payment Instructions through the Zelle® and Other Payment Services. Users that access the Zelle® and Other Payment Services through a business account shall be classified as Zelle® Small Business Service Users. The Zelle® Small Business Service is included in the definition of “Zelle® Payment Service”.



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

Zelle® and the Zelle® related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

#### All Data Terms of Service

Our unique service (the "**Service**") enables you to bring together, in one convenient location, as many of your accounts and financial relationships as you wish. This Service is accessed through the Personal Online Banking platform. Please take a few minutes to read this User Agreement (referred to throughout as the "**Agreement**"). Abbott Laboratories Credit Union (ALEC) ("ALEC" or the "Credit Union") has licensed the Service from CashEdge Inc. and is making the Service available to you. This Agreement is between you and the Credit Union.

Any reference to the Credit Union in this Agreement includes any directors, officers, employees, contractors, agents, service providers or licensees of ALEC. As used in this document, the words "you" and "your" refer to the undersigned's use of the Service; the words "I" "me" "we" "us" "our" and any other variation thereof, refer to the Credit Union. When you're ready, click the "I Accept" button to start enjoying the convenience of the Service.

#### Acceptance of Terms

When you click on the "I Accept" button, you agree to accept the terms and conditions (the "**Terms**") of this Agreement, including any amendments to the Agreement or changes in the Terms. If you do not agree to all of the Terms, click on the "I Decline" button. If you do not accept and agree to all of the Terms, you will not be entitled to use the website site, Content, software and Services. ALEC reserves the right to change the Terms under which the Services are offered in its sole discretion at any time; however, the Credit Union will notify you of any material changes to the Terms. In most cases, you will receive notice on-line the next time you log in; however, ALEC reserves the right to notify you by email or conventional mail, at its discretion. You agree that if you continue to use the Services after ALEC notifies you of any change, you thereby accept the changes to the Terms and agree to be bound by this Agreement, as amended. If you do not accept and agree to the changes to the Terms, you will not be entitled to use the Service. You can review, download and print the most current version of this Agreement at any time by clicking User Agreement. If you do not agree to the changes, or if at any time you wish to discontinue your use of the Services, you can unsubscribe by using the online feature to unsubscribe. Alternatively, you can unsubscribe by sending a secure message through your online banking. Once your account with ALEC has terminated for any reason, you will have no further right or access to use the Service. To use the Service you must be at least eighteen (18) years old and have an email address.

#### Privacy and Security Policy

ALEC regards your privacy and security with the utmost importance, and is absolutely committed to safeguarding any information that you share with the Credit Union. In order to provide the Service, the Credit Union must obtain from you certain personal information regarding your accounts and financial relationships. ALEC shall collect only such information as you knowingly provide to us or specifically authorize the Credit Union to obtain on your behalf. Our priority is to keep this information secure and to use it only as you authorize ALEC. The Credit Union will request personal financial information from you only at the time you register. This information is necessary to create your user profile, which allows you to access the Service. You may access, review and update your personal and account information at any time by clicking on the Profile widget.



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

In order to enable ALEC to provide the Service, the Credit Union will ask you to provide information needed to access your Third Party Accounts. ALEC will use this information only on your behalf and to carry out your instructions.

All of your personal and financial information will be placed on a secure portion of our website. We do not use any persistent "cookies" on the browser to store any personal information. We have multiple levels of security that have been designed especially for us. For more information, please see our Security Policy. A complete statement of our privacy policy can be found in our Privacy Policy.

#### User Content

Subject to the Privacy Policy described above, you agree that ALEC may use, copy, modify, display and distribute any information, data, materials or other content (the "**Content**") you provide to the Credit Union in order to provide the Service, and you hereby give the Credit Union a license to do so. By submitting Content, you represent that you have the right to license such Content to ALEC for the purposes set forth in this Agreement.

#### Third Party Accounts

You understand and agree that, in order to provide the Service, it is necessary for the ALEC to access third party websites and data bases containing information regarding your accounts and financial relationships as designated by you ("**Third Party Accounts**"), on your behalf, to retrieve information as requested or authorized by you. By using the Service, you agree to authorize the ALEC to access such Third Party Accounts to retrieve such Content as requested or authorized by you, or for any other purpose authorized by this Agreement. You warrant and represent that the information you are providing ALEC with is true, correct and complete. You represent and warrant to the Credit Union that you have the right to authorize and permit us access to your Third Party Accounts, you assure us that by disclosing the information to us and by authorizing us to use such information to access your Third Party Accounts, you are not violating any third party rights. You hereby authorize and permit ALEC to use Content and other information submitted by you to the Credit Union (such as account passwords and user names) to accomplish these purposes and to configure the Service to be compatible with the Third Party Accounts.

For as long as you are using the Service, you give to ALEC a limited power of attorney and appoint the Credit Union as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access the Third Party Accounts, retrieve Content, and use your Content, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with the Service, as fully to all intents and purposes as you might or could do in person. Once ALEC has actual knowledge that you wish to cease using the Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by the Credit Union in good faith before it has actual knowledge of termination by you shall be deemed to be authorized by you. To notify us that you wish to discontinue using the Service, you can send a secure message through your online banking

You understand and agree that at all times your relationship with each Third Party Account provider is independent of ALEC and your use of the Service. The Credit Union will not be responsible for any acts or



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

omissions by the financial institution or other provider of any Third Party Account, including without limitation any modification, interruption or discontinuance of any Third Party Account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN ALEC IS ACCESSING AND RETRIEVING INFORMATION FROM THE THIRD PARTY ACCOUNTS, THE CREDIT UNION IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY. YOU AGREE THAT ALEC, ITS AFFILIATES AND PARTNERS SHALL BE ENTITLED TO RELY UPON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU.

YOU AGREE THAT ALEC SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) THE CREDIT UNION'S ACCESS TO THE THIRD PARTY ACCOUNTS; (2) THE CREDIT UNION'S RETRIEVAL OF OR INABILITY TO RETRIEVE INFORMATION FROM THE THIRD PARTY ACCOUNTS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN CONTENT RETRIEVED FROM THE THIRD PARTY ACCOUNTS AND (4) ANY CHARGES IMPOSED BY THE PROVIDER OF ANY THIRD PARTY ACCOUNT.

#### Securities Quotations

In order to update the value of your assets as shown to you, we will access your Third-Party Account. ALEC MAKES NO REPRESENTATIONS, WARRANTIES OR OTHER GUARANTEES AS TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF ANY PRICE QUOTES, NOR DOES THE CREDIT UNION MAKE ANY REPRESENTATIONS, WARRANTIES OR OTHER GUARANTEES AS TO THE PRESENT OR FUTURE VALUE OR SUITABILITY OF ANY SALE, TRADE OR OTHER TRANSACTION INVOLVING ANY PARTICULAR SECURITY OR ANY OTHER INVESTMENT.

#### Password

To enable you, to access the Service, you will be asked to choose a Password when you register with us. You will then create an account and will be given a customer number. You are responsible for maintaining the confidentiality of your customer number and Password. You are responsible for all uses of your account, whether or not actually or expressly authorized by you. Therefore, it is important that you **DO NOT SHARE YOUR ACCOUNT NUMBER OR PASSWORD WITH ANYONE FOR ANY REASON**. ALEC will not know or will need to know your Password.

#### Electronic Communications

The Service is an electronic, Internet based-service. Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information ("**Communications**") may be provided by electronic means:

- This Agreement and any amendments, modifications or supplements to it.
- Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by federal or state law.



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

- Any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service.
- Any other communication related to the Service.

Although ALEC reserves the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be "in writing." You should print a paper copy of this Agreement and any electronic Communication that is important to you and retain the copy for your records. If you do not wish to receive this Agreement or the Communications electronically, you may not use the Service.

You agree to promptly update your registration records if your email address or other information changes. You may update your records, such as your email address, by using the Personal Profile page.

Communications may be posted on the pages of the Service website and/or delivered to the email address you provide. All electronic Communications sent by email will be deemed to have been received by you when ALEC sends it to you, whether or not you received the email. If the Communications is posted on the Service, then it will be deemed to have been received by you no later than five (5) business days after ALEC posts the Communication on the pages of the Service, whether or not you retrieved the Communication. An electronic Communication by email is considered to be sent at the time that it is directed by ALEC's email server to the appropriate email address. An electronic Communication by posting to the pages of the Service is considered to be sent at the time it is publicly available. You agree that these are reasonable procedures for sending and receiving electronic Communications.

#### Proprietary Rights

You acknowledge and agree that ALEC owns all rights in and to the Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the Service or technology.

#### No Unlawful or Prohibited Use

As a condition of using the Service, you warrant to ALEC that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

#### Service Changes and Discontinuation

ALEC may modify or discontinue the Service or your account with the Credit Union with or without notice, without liability to you, any other user or any third party. ALEC reserves the right to terminate your account at any time and for any reason, including without limitation if the Credit Union, in its sole judgment, believes you have



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

engaged in conduct or activities that violate any of the Terms or the rights of the Service, or if you provide ALEC with false or misleading registration information or interfere with other users or the administration of the Service.

You may terminate your account with ALEC at any time by using the online feature to unsubscribe. Alternatively, you can unsubscribe by sending a secure message through your online banking. Once your account with ALEC has terminated for any reason, you will have no further right or access to use the Service, and ALEC will not access your Third Party Accounts thereafter for any reason.

#### Links to Third Party Sites

The Service may contain links to other websites ( "**Linked Sites**" ). Such links are provided solely as a convenience for you. While ALEC will attempt to select and provide links to Linked Sites that it believes may be of interest to its customers, the Credit Union does not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that ALEC, its affiliates and partners are not responsible for the contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and make no representations or warranties regarding the Linked Sites or your use of them.

#### Limitation of Warranty and Liability

YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED "AS-IS." ALEC ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE SERVICE, ALEC DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND IT MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY ALEC FROM THE THIRD PARTY ACCOUNTS OR THAT THE SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

ALEC WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE, ANY INACCURACY OF ANY INFORMATION RETRIEVED BY ALEC FROM THE THIRD PARTY ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICES, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

AND SERVICE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF ALEC HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### Indemnification

You agree to indemnify, defend and hold harmless ALEC, its affiliates, partners, officers, directors, employees, service providers, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising from your use of the Service, ALEC's reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity.

#### Miscellaneous

You represent and warrant that you are who you claim to be; that you are the rightful owner of all Content and the Third Party Accounts linked to the Service; and that you may rightfully authorize ALEC to access the Third Party Accounts. You understand that ALEC is not responsible or liable if your financial institution's or any other provider of Third Party Accounts system "goes down" or if they have any system failures and we are unable to retrieve information on your behalf.

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. ALEC's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of the Credit Union's right to subsequently enforce such provision or any other provisions of this Agreement.

The most current version of this Agreement as it appears on the Service, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Service. This Agreement may be amended, or any of ALEC's rights waived, only if the Credit Union agrees in writing to such changes, or you continue using the Service following receipt of notice of any changes proposed by ALEC. All notices to you shall be in writing and shall be made either via email, conventional mail or messages delivered through the Service, at ALEC's discretion. Alternatively, you can contact us via secure message through your online banking.

If either of us has any dispute or disagreement with the other regarding this Agreement that we cannot resolve amicably, both parties agree that the sole and exclusive remedy shall be binding arbitration in accordance with the then-current rules and procedures of the American Arbitration Association.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its conflict of law's provisions or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

This Agreement shall take effect immediately upon acceptance of your completed registration by ALEC.

### TERMS AND CONDITIONS OF YOUR ELECTRONIC DOCUMENTS

In order to receive your Electronic Documents (E-Documents) electronically, you are required to be enrolled in Abbott Laboratories Employees Credit Union's (ALEC) online banking system\*.

E-Documents are provided in part with assistance from Fiserv. We will use information collected from you only as necessary to assist to provide you your E-Documents according to the terms set forth below. Please read the following carefully. Copies of these terms are available upon request by writing us at:

ALEC  
Attn: Member Services  
325 Tri-State Parkway  
Gurnee, IL 60031-5280

Your Electronic Documents (E-Documents) are defined as E-Statements, E-Notices and other disclosures related to your account(s). Types of E-Documents that may be available electronically include but are not limited to Member Account Statements, Tax-Forms, Non-Sufficient Funds (NSF) Notices, Overdraft Protection Notices, Share Draft Reject Notices, ACH Reject Notices, EFT NSF Notices, Share Certificate Notices, Delinquency Notices, Courtesy Pay Notices, Share Draft Return Notices and other account disclosures.

By accepting the E-Documents Agreement, you are consenting to receive all statements, notices and other disclosures related to your account(s) by electronic means only. You authorize your E-Documents to be delivered to you through the E-Documents link within your Online Banking. After you enroll in E-Documents, it may take one statement cycle before you receive electronic delivery of your documents. You will no longer receive E-Documents via the mail. However, you may be sent other paper documents that contain important information about your accounts.

When your E-Documents become available, you will receive an email notification to the email address on file.

**Address and Email Address Changes.** It is your responsibility to promptly adjust any changes to your information. You can securely adjust your information through your online banking settings.

**Enrollment.** When enrolling for E-Documents, you represent and warrant that:

- A. You are 18 years old or older;
- B. You are using your actual identity and that any information you provide to ALEC is accurate and complete and
- C. Your enrollment with E-Documents will not violate any local, state, national or international laws or regulations

Your enrollment in this service may not be fulfilled if we cannot verify your identity or other necessary information.

**Termination or Discontinuation.** In the event you wish to discontinue this service, you must initiate de-enrollment through the E-Documents link Online Banking. We may terminate service to you at any time and/or revoke your right to use software. Neither termination nor discontinuation shall affect your liability or obligations under this Agreement.



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

**Confidentiality on Internet.** ALEC may collect your IP address, domain name and may request your e-mail address. ALEC will store and protect this information in the same manner we store and protect other personal Member information. We will only disclose information to third parties about your account: Where it is necessary for completing transactions with Fiserv or in order to comply with a government agency or court orders, or if you give us your written permission.

**Security of Site.** ALEC only collects personal information to serve its legitimate business purposes. We use standard security technology to protect personal information. We are not responsible for any breach of security or for the actions of any third parties that may obtain any personal information. ALEC will not be responsible for any loss resulting from a cause over which it does not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes or natural disasters, strikes or other labor problems, wars or government restrictions.

Use of E-Documents is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations. Although we have tried to create a secure and reliable service, the confidentiality of any communication transmitted over the Internet cannot be guaranteed.

Accordingly, ALEC and its affiliates are not responsible for the security of any information transmitted via the Internet. Actual or attempted unauthorized use of E-Documents may result in criminal and/or civil prosecution. For your protection, ALEC reserves the right to view, monitor and record activity on E-Documents without notice or permission from you. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity on E-Documents. ALEC will also comply with all court orders involving requests for such information.

**Other Terms and Conditions.** The terms and conditions set forth here are for E-Documents. This Agreement shall be governed by the laws of the state in which you live at the time of the transaction, without regard to the choice of law or conflict of law rules thereof. Terms and Conditions for online banking also apply to your use of this service. The Membership Agreements and Disclosures remain in effect.

**In Case of Errors or Questions About Your E-Documents.** Please contact us by calling: 1-800-762-9988 or writing:

ALEC  
Attn: Member Services  
325 Tri-State Parkway  
Gurnee, IL 60031-5280

**Warranty.** The foregoing shall constitute ALEC's entire liability and your exclusive remedy. In no event shall Your Credit Union be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of the equipment, software, and/or this service.

**Exclusions of Warranties.** This service and related documentation are provided "as is" without any warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

\*A minimum requirement for online banking is a 128-bit encrypted browser. To receive E-Documents you must have an Internet-enabled device that is running the most recent version of either Microsoft Internet Explorer, Mozilla Firefox or Apple Safari. Additionally, a Portable Document Format (PDF) reader such as Adobe Acrobat Reader must be installed on your device in order to complete online forms or for personal document archiving. **If you are unable to load Adobe on your personal device, please do not continue with enrollment. You will need this software to access, print and retain E-Documents.**

#### Alerts Terms and Conditions

**Alerts.** Your enrollment in ALEC Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your ALEC account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. ALEC reserves the right to terminate its alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your ALEC Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop alerts via text message, text "STOP" to 39872 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in ALEC Online Banking. For help with SMS text alerts, text "HELP" to 39872. In case of questions please contact customer service at 800.762.9988. Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** ALEC provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside ALEC's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold ALEC, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.



325 Tri-State Parkway  
Gurnee, IL 60031  
800.762.9988  
alecu.org

## Online Banking Terms and Conditions

### TERMS AND CONDITIONS OF YOUR ONLINE BANKING ACCOUNT

**Alert Information.** As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.