

## **Blue Water Federal Credit Union Internet Account Access Disclosure/Terms**

### **Introduction:**

This page explains the terms and conditions for using our Internet Account Access Service and provides certain disclosures and information to you concerning the service. Each of your accounts at Blue Water Federal Credit Union is also governed by the applicable account disclosure/agreement and Truth In Savings (TIN) disclosure you received when you opened your account.

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

To access your accounts through our Internet Account Access service, you must have an access ID and a password. This information is requested when you enter our account access page.

The password used to gain access to your information should be kept confidential, just as you would keep other PIN numbers and security codes confidential. For your protection we recommend you change your account access password regularly. We recommend you memorize this password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you believe your password may have been lost or stolen, or someone has transferred or may transfer money between your accounts without your permission, notify Blue Water Federal Credit Union at (810) 985-6993.

You cannot use regular E-mail to initiate transactions, change information or inquire on your account(s). We will not respond to these types of request via regular E-mail since we cannot be certain we are corresponding with you. Please use the appropriate functions within our Internet Account Access service, call (810) 985-6993, or visit the credit union for these functions.

### **Fees:**

There are no monthly fees and /or transaction fees for accessing your account(s) through our Internet Account Access service. We do not intend to charge in the future for the service but reserve the right to do so after providing 30 days advance notice to all users at the account access login page.

Your Internet service provider (ISP) probably charges you a fee to access the Internet via its server. We have no control over ISP related fees.

### **Available Services and Limitations:**

The following functions may be performed by members through the Internet Account Access service.

- **Transfers.** You may transfer funds between your share or loan accounts as the account agreement may allow. Transfers DO NOT immediately debit or credit your account. TRANSFERS WILL BE EFFECTIVE BY THE NEXT BUSINESS DAY AFTER THE DATE OF SUCH TRANSACTION but may occur sooner.

- **Account Balances.** You may view your share and loan account balances. Because the main credit union computer system is not connected to the internet, it is possible some transactions which affect these balances, and have been processed by the credit union, are not yet included in the balance at the time you view it. In addition, there may be checks written against your balance, or other electronic items such as debit card transactions, that have not yet been presented to the credit union for payment.
- **Transaction history.** You may view the transaction history for any loan or share account. Because the main credit union computer system is not connected to the internet, it is possible some transactions are not yet included in the history at the time you view it even though they may have been processed by the credit union. The main credit union computer system is always the official record of account history. The Internet Account Access service may be updated several times per day for your convenience in viewing account activity.
- **Password changes.** You may change your account access password regularly.
- **Check orders.** You may reorder checks available through the credit union. We will not process check order requests if you do not have a checking account at the credit union
- **Check search.** You may search for checks that have cleared your account. You may also list clearings by date cleared or by check number. The oldest check available will vary but dates will go back, at a minimum, to your last regular statement date.
- **Copy of paid check.** You may view and print an image of a check you have written which has cleared your account. For a variety of reasons the image you request may not be displayed within our account access site. If this happens, you should contact us to get the copy.
- **Additional Services.** From time to time, we will announce additional services, which are available through our Internet Account Access. Your use of these services will constitute acceptance of the terms and conditions presented at the time they are announced.

We reserve the right to limit access or cancel online access at any time.

### **Business Day:**

Our business days are Monday through Friday. Holidays are not included.

### **Operating Systems and Security:**

Our Internet account access site is designed to operate using World Wide Web technologies and protocols, which are adaptable to a wide range of systems. The account access section uses SSL encryption and requires a browser with a current (unexpired) Thawte Root CA Security Certificate. Some older browsers may not be able to connect to the site without first updating the browser security certificate. Our server uses 40 to 128 bit encryption, depending on the users browser.

We use cookies to help us administer the account access section. Some browsers allow you to reject cookies from servers. If you don't allow us to set a cookie upon entering the site, you will not be able to log in. The cookie we set contains information we need for security, and allows us to 'time out' your authority to view information. We place the cookie with instructions that it can only be sent to a server in our account access domain. A cookie cannot be used to extract data from your PC. We do not store your Access Code, User ID or Password in your cookie.

The cookie we set will ‘time out’ your access authority to the account access section. Until it times out, you can come back to our home banking without logging in. After the out period, you will need to log in again. Remember, most browsers will let you use a BACK button to view previously visited documents, even if your viewing authority has expired. For this reason, the only way to keep others from viewing your account balance is to exit the browser when you are finished with your session. This is especially important if you are using a public or shared computer.

**Privacy:**

Our account access database is a private system operated for the exclusive use of our members. We use SSL encryption and digital server authentication to insure the privacy of your information when sending data between our account access server and your PC.

All account access log ins are logged by the server. For authenticated members who use account access we collect and store certain information, such as how often you visit the account access section, dates and times of visits and which pages are being used. We use this information for internal review and product evaluation only. We never sell, transfer or trade this information unless we are compelled to do so by law.

We may gather and store addition information available to us on failed login attempts and other activity we consider a threat to our system. In these cases, we will share this information with other companies, agencies and law enforcement officials as we see fit.

**Liability for Unauthorized Transfers:**

Tell us AT ONCE if you believe your password has been lost or stolen and immediately change your password from within the account access section. Telephoning is the best way to notify us. You could lose all the money in your account. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your password without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission you could lose as much as \$500.00.

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

If a good reason kept you from telling us, we will extend the time periods.

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(810) 985-6933

Or write:

Blue Water Federal Credit Union  
526 Water St. Suite 113  
Port Huron MI 48060

**Statements:**

All transactions generated by you through our account access service will appear on your monthly or quarterly statement.

**Our Liability:**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement/disclosure with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the account access equipment or software was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken.

We shall not be responsible for any other loss, damage or injury whether caused by the equipment, software and/or the account access service, nor shall we be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software and/or service, except where the law requires a different standard. We do not make any warranties concerning the equipment, the software or any part thereof, including, without limitations, any warranties of fitness for a particular purpose or warranties of merchantability.

**Error and Questions:**

In case of errors or questions about your electronic transfers, telephone us at (810)-985-6993 or write us at 526 Water St. Suite 113, Port Huron MI 48060 as soon as you can. We must hear from you no later than sixty (60) days after you learn of the error. You will need to tell us:

- Your name and account number
- Why you believe there is an error and the dollar amount involved
- Approximately when the error took place

If you tell us orally, we may require you send us your complaint or question in writing within ten (10) days. We will tell you the results of our investigation with ten (10) days and correct any error promptly. If we need more time, we may take up to forty five (45) days to investigate the complaint, but you will have the use of the funds in question after the ten (10) business days. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account during the investigation.

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

If you need more information about our error resolution procedures, call us at the telephone number shown above.