

## KCU ONLINE

[www.kohlercu.com](http://www.kohlercu.com)

### **Internet Account Access Agreement and Disclosures**

**Please read this carefully and retain for your records**

This Agreement contains the terms, conditions, and disclosures regarding your use of the Kohler Credit Union ("KCU" or the "Credit Union") online Internet Account Access System ("KCU Online Services") offered to you by KCU. In this Agreement the words "you" and "your" mean anyone who has accepted the terms and conditions of this Agreement or who uses the KCU Online Services. The words "we", "us", and "our" mean KCU. This word "account" means any one or more share or loan accounts you have with KCU.

At the end of this Agreement you will have the opportunity to acknowledge that you have received electronically this Agreement, that you have read it, and that you agree to abide by its terms and conditions. You acknowledge the Credit Union does not need to provide you with a paper or other non-electronic copy of this Agreement unless you specifically request one. You understand that you may print a copy of this Agreement by using your browser's print command and a printer.

You will need to use a computer with an established internet (World Wide Web) connection to access the KCU Online Services. The installation, maintenance, and operation of all equipment is your responsibility. The Credit Union is not responsible for any errors or failures of your computer equipment or internet service. You are responsible for any and all telephone access fees or internet service fees that may be assessed by your telephone and/or internet service provider. The Online Services are generally accessible seven days a week, 24 hours a day – although certain system maintenance or malfunctions may make it unavailable from time to time.

You may access KCU Online Services by using your personal identification number (PIN) and your account numbers, to:

- Transfer funds between your primary savings, secondary savings, checking, money market and loan accounts.
- Review account balance and transaction history for your primary savings, secondary savings, checking, money market and loan accounts.
- Review present year-to-date interest and dividends and previous year-to-date interest and dividends.

- Review information on your loan account including payoff amounts, due dates, finance charges, interest rate, and balance information.
- Transfer to family related accounts, providing you have the proper authorization.
- Request member services and loan services such as “change of address”, “check copies”, “stop payment”, “new account”, “Debit Card”, “loan application”, mortgage application”, and “credit card application”.
- Download or export your account balances and/or history to your PC.

*Note: Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and Disclosures, and transactions involving a line-of-credit account or other loans will be subject to your Loan Account Agreement and Disclosures, as applicable. Please refer to your account agreements and disclosures or contact us and we will provide you with copies.*

You will use a Personal Identification Number (PIN) (or password) to obtain information or perform transaction on your account(s). You agree to use your PIN properly, including but not limited to the following:

- You will not disclose your PIN or otherwise make it available to anyone else.
- You will use the PIN only as instructed by the Credit Union.
- You will notify the Credit Union of any loss or theft of your PIN.

You may choose your own PIN. Upon approval of your application to use the KCU Online Services, you will use your already-assigned “Call KCU” Audio Response System PIN to access your accounts electronically. The first time you access your accounts electronically you will be asked to change your PIN. You may then change your PIN at any time on-line. Your PIN must contain between 4 and 8 characters. For your security, your PIN should not be any part of your social security number, address, birth date, telephone numbers, or any other letter or number combination that could be easily deciphered by another person.

The following limitations or restrictions on KCU Online Services may apply:

- *Account Information.* The account balance and transaction history information that you see on-line may be limited to recent account information involving your accounts.
- *E-Mail.* The Credit Union may not immediately receive E-mail communications that you send and will not take actions based on E-mail

requests until one of our employees actually reads your message and has a reasonable opportunity to act. Certain E-mail requests may require additional action or follow-up. If you need to contact us immediately regarding an unauthorized transaction, a stop payment request, or some other important request or issue, you should call the Credit Union at **(920) 459-2585** or toll free **(888) 528 2595**.

- *Transfers.* You may make funds transfers to your other accounts as often as you like, however, transfers from your savings-type accounts will be limited to a total of six (6) in any one month. (This may be in conjunction with other electronic or telephone transfers.) You may transfer or withdrawal up to the available balance in your account or up to the available credit limit on a line-of-credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

*Note: Other restrictions may apply as specified in your KCU Membership Account Agreement, KCU by-laws and policies, or governmental regulations, which may include but are not limited to Regulation E – Electronic Funds Transfer, Regulation CC – Expedited Funds Availability, Regulation D – Reserve Requirement, TIS – Truth-In-Savings Regulation.*

Your liability for unauthorized transfers is as follows:

Tell us at once if you believe there has been an unauthorized transaction on your account or if you believe your PIN has been lost or stolen. Telephoning the Credit Union is the best way to keep your possible losses down. You can lose no more than \$50 if you fail to give us notice of a lost or stolen PIN. If you do give us notice of a lost or stolen PIN, you will be liable for the lesser of:

- \$50.00; or
- The amount of any money, property, or services obtained by unauthorized use of the PIN before you gave us notice.

Also, if your statement shows transactions that you did not make, notify us at once. If you do not notify us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had notified us in a timely manner. If you believe your PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number and address printed below.

Kohler Credit Union  
850 Woodlake Road  
Kohler, WI 53044  
(920) 459-2585  
(888) 528-2595

Fees and Charges may apply to some of our KCU Online Services as set forth in our current Truth In Savings (TIS) Disclosure. Internet Banking through KCU Online Services is free.

Our business days are Monday through Friday. Legal holidays are not included.

You have a right to receive statements. Transactions through KCU Online Services will be recorded on your periodic statement. You will receive a statement monthly unless there are no online transfers in a particular month. In any case, you will receive a statement at least quarterly.

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

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders, or
- If you give us your express permission.

The Credit Union may be liable for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we 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 your transfer would go over the credit limit on your line-of-credit.

- If you used the wrong PIN or you have not properly followed any applicable instructions for making the transfer.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, or strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim, or if the account is subject to a pledge or security agreement.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- If your transfer would fall under any other exception as stated in this Agreement.

You agree that the Credit Union may terminate this Agreement, your KCU Online Services and Electronic Fund Transfer services, if you, or any authorized users of your KCU Online Services breach this Agreement with us; or if we have reason to believe that there has been an unauthorized use of your Accounts or PIN. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. A twenty-one (21) day notice will be provided if any change results in greater cost or liability to you, in stricter limitation on the frequency or dollar amount of transfers you make. All notices from us will be effective when delivered electronically to you, or mailed to your last known address in the Credit Union's records. Use of KCU Online Services is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

The Credit Union's maintains a policy regarding billing errors and error resolutions. In case of errors or questions about your KCU Online Services, or if you think your statement is wrong, or if you need more information about your statement, call or write us at the telephone number or address listed below as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem or error appeared.

- Tell us your name and account number.
- Tell us the dollar amount of the suspected error.
- Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

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

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty-days (30) after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account until our completed investigation indicates we should do so. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation.

If you request, we will provide you copies of documents (to the extent possible without violating other members' right to privacy) relied upon to conclude that the error did not occur.

This Agreement shall be governed by and construed under the laws of the State of Wisconsin as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Wisconsin law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.