

Badger Credit Union

You have requested the eStatement service, or the eNotice service, or both services, provided by Badger Credit Union (Credit Union). (Or, you are using an online process to apply for your account in which case that account must initially be enrolled in both eStatement and eNotice services.) Online accounts may be un-enrolled by contacting us in a manner described in the section below entitled Cancelling your eStatement service and/or eNotice service.

This agreement applies to only the specific Service (either or both) and Account(s) that you chose for enrollment. The Service(s) are provided under the terms and conditions below.

1. Definitions

Account means a deposit account, loan account, other account at the Credit Union which you have enrolled in the eStatement service, or the eNotice service, or both. Not all account types at the Credit Union may enroll in a Service.

eCommunication can be any periodic statement, notice, disclosure, agreement, fee schedule, transaction or event record, invoice, response to claim or other communication (collectively information) regarding your enrolled Account that the Credit Union chooses to provide by eStatement or eNotice instead of paper. An eCommunication is viewed by logging into Online Banking. eCommunication may contain information that the Credit Union is required by law to give you, or information that the Credit Union chooses to give you.

eNotice means any eCommunication that is not an eStatement. (Please note that eNotice also includes any statement of transactions or balances in a loan account.)

Online Banking means the personal banking service in which your Account is already enrolled with the Credit Union.

Notification means an email that the Credit Union will send to an address specified by you, advising that a new eCommunication is available for review in Online Banking.

Service means the eStatement service, or the eNotice service, or both, in which you have enrolled an Account.

eStatement means an electronic version of the paper periodic statement of debits, credits and balances that the Credit Union mails to you for a deposit Account that is not enrolled in the eStatement service. eStatement also includes notices, disclosures and other information that would be printed on the paper periodic statement or enclosed with a mailed paper periodic statement.

We, us and our each mean or refer to the Credit Union.

You and your mean or refer to the member of the Credit Union who is enrolled in the Account in a Service, and any co-owner of that Account.

II. YOUR CONSENT TO RECEIVE eCOMMUNICATIONS INSTEAD OF PAPER

By accepting this agreement during your online enrollment for this Service, you request and consent to the Credit Union providing information by eCommunications instead of by paper for the Service(s) and Account(s) you have selected for enrollment. Ordinarily, information provided in an eCommunication will not be sent to you or any co-owner of the Account by paper. Our eCommunications to you will for all purposes be deemed in writing.

(You can still request a paper copy of any specific eCommunication. You can also withdraw your consent for eCommunications and resume receiving only paper. See terms and Conditions below.)

III. **YOUR AGREEMENT TO OUR TERMS AND CONDITIONS**

By accepting this agreement during your online enrollment for this Service, you accept and agree to the following terms and conditions for the services and Accounts you selected for enrollment:

1. **Notification of eCommunication, and Reviewing it in Online Banking**

Notification. We will email a Notification to your registered email address when a new eCommunication is available to review in Online Banking. Notification by email to you constitutes Notification to all co-owners on the Account.

New eCommunication. To review a new eCommunication, log onto Online Banking at www.badgercreditunion.com. The Services homepage appears in Quick Links, and you can access all eCommunications via the Services homepage.

Prior eCommunications. You can also review prior eCommunications via the Services homepage. The number of months that prior eCommunications remain available online is stated and updated in the Services section in Online Banking.

2. **Hardware and Software Requirements**

To use our Service(s), you must have a personal computer or other access device capable of accessing the Internet with an Internet web browser that supports 128-bit SSL encryption. We support a current version of Internet Explore. Other HTML browsers might be acceptable for using our Service(s). If your computer does not have a capable browser, you can download Internet Explorer at <http://www.microsoft.com/windows/internet-explore/default.aspx>. You are also required to have email software and an email account with an Internet service provider.

3. **Viewing and Saving Copies of eCommunications; Adobe reader**

To view and retain your eCommunications, you will need a current version of Adobe Reader and the ability to download (to your hard drive, CD-ROM or other storage device) or print Adobe Reader files. If you do not have Adobe Reader, you can download it at www.adobe.com. You may keep copies of your eCommunications for future references by saving them to your computer in the PDF format, by clicking on File and then Save As in your browser or Adobe Reader window.

4. **Email for Notifications; Updating your Email Address**

When a new eCommunication is available for your Account, we send a Notification to the email address that you have provided to us for that specific purpose. (The email address you provide for Notifications will not replace other email addresses you may have provided for other Online Banking communications.) You are responsible for keeping us advised of your current email address for Notifications or eCommunication.

To Update your email address for eCommunication Notifications, please email, or stop into the Credit Union with your new address.

Notifications are deemed given, received and effective upon being transmitted by us. We have no obligation to monitor whether your email address remains effective, or whether you are receiving or reviewing your Notification. We have no obligation to send your paper versions of information from Notifications or eCommunication, or to take any other response, if we learn that you are not receiving or reviewing Notifications (e.g., if your Notifications are returned to us undelivered) or not reviewing eCommunications. If you are not receiving Notifications, or are unable to review eCommunication, or are unsatisfied with any portion of a Service, you are solely responsible for either updating your email address for Notifications in the manner described above, or cancelling your Service in the manner described below. **Please be sure that any software filtering your**

incoming email is set to accept Notifications from the domain name badgercreditunion@newbc.rr.com.

5. Obtaining Paper Copies

To obtain a paper copy of any specific eCommunication, contact Badger Credit Union by phone (715) 582-4002, or by sending a secure message through the Mail link with Online Banking. Paper copies of past periodic eStatements are subject to the standard duplicate Statement fee.

6. Cancelling your eStatement service and/or eNotice service

You may resume receiving statements, notices and other information by paper, simply by canceling your applicable eStatement or eNotice Service. To cancel a Service, contact Badger Credit Union by phone (715) 582-4002 or by sending a secured message through the Mail link on Online Banking. There is no fee for receiving eStatements or eNotices.

7. Person Able to Access eCommunications: Security of Access Credentials

On behalf of yourself and all other owners of the enrolled Account, you acknowledge and accept that anyone with access credentials (e.g. Login ID and Password) to log into your Account is able to read and copy the Accounts eCommunication. You, and co-owners of the Account, and any persons you or they entrust with access credentials, are responsible for protecting the secrecy of those access credentials and safeguarding them against misuse by authorized or unauthorized person. You must immediately contact Badger Credit Union at (715) 582-4002 if you suspect any unauthorized access to a Service, other Portions of Online Banking, or any Account.

8. Miscellaneous; Amendments; Related your Account Agreements; Disputes

We reserve the right to determine which Account information will be provided by eCommunication rather than by paper, and the right to provide any information by paper, in addition to (or instead of) eCommunication despite enrollment in any Service. We may change those determinations, or suspend or terminate any Service or enrollment, at any time for any or no reason, with or without prior notice. (In addition, if an Account becomes delinquent, charged-off, blocked or frozen, it may no longer be accessible via online banking. eCommunication may no longer be available for that Account. If that Account is reinstated, you may need to reenroll it before it eCommunications will resume.)

This Agreement is an addendum that supplements, but does not replace, your Deposit Agreement, Online Banking service agreement and other agreements that you may have entered into that are applicable to your Account (collectively, Your Account Agreements). For example, see Your Account Agreements for information about your obligation to promptly review statements and report errors or unauthorized activity in your Account; your rights and our duties when you report errors or unauthorized activity; limitations on our liabilities and your remedies applicable to products and services (including these Services that we provide in connection with Online Banking and Accounts: and terms governing the resolution of disputes, which include waivers of any right to trial by jury or to participate in call action, and may include requirements to submit to binding arbitration. Copies of Your Account Agreement are available at Badger Credit Union.

We may amend this Agreement (or change or establish fees) in the manner provided in the Your Account Agreement. We may give you notice of an amendment to this Agreement, or to Your Account Agreement, by eCommunication or any other manner permitted by law.

BY ACCEPTING THIS AGREEMENT DURING YOUR ONLINE ENROLLMENT FOR THIS SERVICE, YOU:

- Affirm that you have read this Agreement
- Agree to all the terms and conditions of this Agreement;, and
- Affirm that your computer satisfies the section above entitled Hardware and Software Requirements.