

## **Envista Credit Union Online Banking Agreement**

Envista Credit Union provides free access to all accounts via Online Banking on the Internet. This access will make it easy for you to bank online anytime, anywhere, provide security from any computer, wherever you are, and defend against fraud and identity theft. Use of our Online Banking product requires that you agree to the terms of the Agreement.

### ***Definitions***

**Agreement** – the terms for using Online Banking contained within this document.

**Online Banking** – access to your Envista Credit Union accounts via the Internet to perform inquiries and transactions.

**Account(s)** – mean any Envista Credit Union account in which you are either the owner or Joint owner.

**You, your and yours** - mean the owner/joint owner using the service.

**We, our, us, and Envista** – mean Envista Credit Union

**Password** – personal account access password known only to you

The captions of sections below are for convenience only and do not control or affect the meaning of this Agreement.

### ***Acceptance of the Agreement***

When you use any of the Online Banking services described in this Agreement or authorize others to use them, you agree to the terms and conditions of this entire agreement.

### ***Required Equipment***

In order to use the Online Banking Service, you need a computer, an internet service provider, a web browser, a login ID and a password. You are responsible for the installation, maintenance, and operation of your computer, web browser and any software. It is recommended that you utilize the latest release of web browser for optimum security features for accessing Online Banking.

### ***Disclaimers***

Envista is not responsible for any errors, failures from any malfunction of your computer/browser or software, any virus or related problems that may be associated with use of any on-line system. Envista reserves the right to deny access to any deposit or loan account or to deny transactions under certain circumstances. Unless otherwise required by law, in no event will Envista Credit Union be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damage.

### ***Account Access/Limitations of Transfers***

You may use Online Banking to:

- Transfer funds between your accounts.
- Obtain account balances.
- Obtain history and transaction information on your accounts.
- Obtain history and balance information on your loan accounts.
- Advance funds from certain loan accounts.
- Review electronic statements.
- Pay bills to companies or individuals.
- Correspond securely with the Credit Union.
- Make payments on your loans (some mortgage payments may be unavailable).
- Download account information into financial software.
- Review dividend and interest information.
- Perform account self-service, such as re-ordering checks, changing your on-line ID, challenge questions and password.
- Utilize financial management tools

**Bill Payments**

Please see separate disclosure for Bill Payment Product

**Personal Financial Management**

Please see separate disclosure Personal Financial Management Product

**Account Alerts**

We allow you to choose alert messages for your accounts. We may add new alerts from time to time, or cancel old alerts. Each alert has different options to select from. The alerts will be sent to the email address you have provided for Online Banking. You are responsible for informing us when your email address changes. You agree that we will not be liable for any delays, failure to deliver, or the misdirected delivery of any alert; for any errors in the content of an alert, or for any actions taken or not taken by you or an third party in reliance of an alert.

We will do our best to provide the alerts in a timely manner with accurate information. We neither guarantee the delivery or accuracy of the contents of any alert. Your account alerts may contain some information about your accounts and anyone with access to your email will be able to view the contents of these un-encrypted alerts.

**Transfers**

Transfers may be done within your account. Transfers will occur at the time you enter them.

Your ability to transfer funds between certain types of accounts is limited by federal law and your deposit agreement with Envista. You should refer to the deposit agreement for legal restrictions. Transfers made using the Online Banking service are counted against the permissible number of transfers described in the Deposit Agreement.

You may not transfer more than the available funds in your account on the day the transfer takes place. If you do not have sufficient funds in your account, you are responsible for making alternate arrangements or rescheduling the transfer within Online Banking.

**Transaction History**

Transaction information is available for approximately 18 months. If you prefer to retain information longer, we recommend that you save your transaction information on a regular basis and download it to a financial software management package. You will also have access to eStatements by separately registering for this service.

You may be unable to access account information, if that account is closed by either you or by Envista. Secure words that you put on your credit union accounts, will not apply to Online Banking.

From time to time, our system may be unavailable due to processing updates, required maintenance, and circumstances beyond our control. We will make every effort to work with our vendors to re-establish connections as soon as possible and limit the unavailable time.

**Security and your Password**

Your online security is a top priority with Envista. For that reason, the security information below has been chosen by us to protect your accounts and information against unauthorized access.

To protect your information, we require a 128-bit encryption level to access your accounts. If you are unsure of your encryption level, please check your web browser information. If you determine that your browser does not support 128-bit encryption, you will need to download the latest version of your web browser in order to access the secure pages of the website.

We also have implemented additional security levels that require you to authenticate yourself by more than one method. This additional authentication will provide additional security protection that will prevent access to your information by others. These methods are 1) security questions/answers you supply, 2) your Envista Login ID and 3) your Online Banking Password. The Password may be between 6-10 alpha-numeric digits to provide additional security. If you think your Password or Login ID(s) may have been compromised, you must contact Envista immediately to have the number reset or a new account number established. If you lose or forget your Password, contact Envista so that we may reset your Password. Never give your Password or Login ID(s) to anyone via phone, email or any unsolicited manner. Envista will

never ask for your personal private information in this manner. If you suspect that you may have given your information to someone erroneously, please contact us immediately so we may help you protect your information.

Multiple attempts at logging in with a wrong Password, will lock your access to your Online Banking accounts. If this occurs, you may call us and with the proper authentication, we will reset you for continued use.

For security purposes your session will automatically close after 15 minutes of inactivity.

When you give someone your Online Banking ID and Password, 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 transactions you did not intend or want performed will be authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

### ***Your Email Address***

From time to time, we may send messages to your external email address. If, for any reason your external email address changes or becomes disabled, please contact Envista immediately (via secure message, in-person or by mail) to inform us of the change and allow you to receive account alerts or responses to member service issues.

### ***Joint Accounts***

If your Online Banking service is used on one or more joint accounts, we may act on verbal, written or electronic instructions of any authorized signer. Joint accounts using the same Login ID will be identified as one service.

### ***Data Recording***

When you access Online Banking to conduct transactions, the information you enter may be recorded in a secure manner. By using Online Banking, you consent to such recording.

### ***No Signature Required***

When using Online Banking to conduct transactions, you agree that we may debit your account to complete the transactions or honor debits you have not signed.

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

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

- When it is necessary to complete or investigate or resolve a problem with a transfer or payment;
- In order to verify the existence and conditions of your account to a third party, such as a credit bureau;
- In order to comply with government agency or court orders, or in connection with fraud prevention or an investigation;
- If you give us permission;
- With our affiliates as permitted under Federal and applicable state laws; or
- On a closed account, if we reasonably believe you have mishandled it

For more information about our privacy or security practices, go to our web site at [www.envistacu.com](http://www.envistacu.com).

### ***Account Statements***

We show any transactions that occur within Online Banking on your monthly or periodic statements. A description of each transaction, the date and the amount of the transaction will appear on your statement.

### ***Termination or Discontinuation***

The use of Online Banking does not require enrollment on your behalf; therefore termination of Online Banking by you is done by not accessing or using the service. You continue to be liable and obligated under this agreement if any transactions or payments you have previously authorized or instructed to be

completed prior to discontinuing usage, are completed. If you wish, you can notify Envista and we will terminate your online banking service upon your request.

Envista may suspend or terminate Online Banking access at its discretion on any account. Envista may change the options or services within Online Banking without advance notice.

### **Disputes**

In the event of a dispute regarding any transactions occurring within Online Banking, you and Envista agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the Agreement between you and Envista Credit Union, which supersedes any proposal or prior agreement, oral or written, and any other communication between you and Envista relating to the subject matter of this Agreement. If there is a conflict between what one of the Credit Union's employees says and the terms of this Agreement, the terms of the Agreement will supersede.

Contact us immediately if you think:

- Your statement or transaction record is wrong
- You need more information about a transaction listed on your statement
- An unauthorized person has discovered your Online Banking Password
- Someone has transferred or may transfer money from your account without your permission
- Bill payment transactions have been made without your authorization

We must hear from you no later than 60 days after we have sent you the first statement on which the problem or error appeared.

If you tell us verbally, we may require you to send us your complaint or question in writing within ten (10) credit union business days (Online Banking members may use secure messaging). When you contact us provide the following information:

- Your name and account number
- The date and dollar amount of the transaction in question
- The name of the Payee if the transaction in question is a payment
- The transaction confirmation number assigned by Online Banking, if available
- A description of the transaction about which you are unsure

Please explain as clearly as you can why you believe there is an error or why you need more information.

We will tell you the results of our investigation within 10 business days after we hear from you, and we will promptly correct any error we have made. If we need more time, however, we may take up to 45 days to investigate your complaint or question. In this case, we will provisionally credit your account within 10 bank business days for the amount you think is in error, so that you 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 your letter in 10 credit union business days, we reserve the right not to provisionally credit your account. If we conclude there was no error, we will send you a written explanation within three (3) credit union business days after we complete our investigation. You may request copies of the documents that we used in our investigation.

If you do not contact us within 60 days after the statement showing the transaction, is mailed to you, you may not get back any of the money you lost from any unauthorized transactions.

Envista Credit union  
3626 SW Wanamaker Road  
Topeka, KS 66614  
785-228-0149 or 1-877-968-7528  
Email: [member.service@envistacu.com](mailto:member.service@envistacu.com)  
[www.envistacu.com](http://www.envistacu.com)

### **Your Responsibilities**

Review your account statements from Envista upon receipt. If you notice anything that you suspect you did not authorize, contact us within 60 days of the statement receipt on which the item appears. If you do not notify us within 60 days, you may not be reimbursed. See your Deposit account agreement for specific terms.

If you share your Online Banking Login ID and Password with anyone, all transactions they initiate with the information you provided to them are considered as authorized by you, even transactions you did not intend for them to make.

Sign off your computer when you are finished with each Online Banking session. For security, you will automatically be logged out of Online Banking after 15 minutes of inactivity.

For security purposes, we suggest that you do not allow your computer to remember your password. If you choose to register your computer for this purpose, please register only your personal, private, home owned computer, not a public one.

If you utilize purchased financial management software from a software vendor, you will need to seek assistance from them with problems you encounter in the downloading of information from Online Banking.

Maintain a current email address with us. This address may be used to contact you in the event of inability to contact you in other conventional methods. You may request changes to the email address by using secure email within Online Banking. Failure to maintain a current email or mailing address may result in Online Banking privileges being cancelled.

### ***Our Responsibilities***

Provide you with a secure, easy to use and dependable Online Banking service.

We will provide you support and assistance with problems you encounter in your use of Online Banking.

To provide the transactions you authorize within Online Banking in a timely manner as disclosed in the Account Access/Limitations of Transfers and Transfers sections.

The tools and services within Online Banking are meant as aids to assist you in managing your accounts with Envista. They are not intended to give legal, tax or financial advice.

We may terminate your participation in Online Banking for any reason, including inactivity, or account misuse at any time. We will try to notify you in advance, but we are not obligated to do so.

**We will never contact you by phone or by email and request your Online Banking password. If you are contacted by anyone requesting this information, please contact us immediately by calling 785-228-0149 or 1-877-968-7528.**

### ***Changes to the Agreement***

Changes to this agreement may be revised at any time, effective upon posting the revised agreement to the Online Banking site. Continued use of Online Banking after posting of a revised Agreement constitutes acceptance of the revised terms and conditions of the Agreement.