

INTERNET BANKING & BILL PAYMENT AGREEMENT

INTERNET BANKING SERVICE

This Agreement describes your rights and obligations as a user of the Internet Banking and Bill Payment Service (“Services”). It also describes the rights and obligations of Advia Credit Union. Please read this Agreement carefully.

ACCESS TO THE SERVICES

The Services are generally available 24 hours-a-day, 7 days a week, except during special maintenance and upgrade periods. To gain access to the Services you must have at least one eligible account with us and will need to establish your User ID and Password.

Compliance with Agreement and Termination

You are responsible for complying with all the terms of this Agreement and with the terms of any agreement or agreements governing your accounts or any services which you access using the Services, including any disclosures you received in connection with those accounts. We can terminate your privileges under this Agreement without notice to you for any reason, including if you do not pay any fee required by this Agreement when due, if you do not comply with the Agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the Services for any reason. If we terminate your privileges under this Agreement, you will remain obligated for any payments made by Advia Credit Union on your behalf. All terms and conditions of the disclosures provided to you at the opening of any of your accounts with us, including but not limited to, the Truth in Savings, Privacy Policy, Consumer and Commercial Deposit Account Information, and your signed signature card apply to the Services.

We may convert your account to inactive status if you do not sign on to the Services during any consecutive sixty (60) day period. If you do not sign on to your Bill Pay account during any consecutive sixty (60) day period, your Bill Pay account will be converted to inactive status even if you sign on to your Internet Banking account during that time. If your account is considered inactive, you must contact us to have the Services activated before you will be able to schedule any transaction through the Services.

To cancel the Services, you must notify Advia Credit Union. Your notification should include your name, address and the effective date to stop the service. You may notify Advia Credit Union by contacting us as set forth in this Agreement under the section entitled “Notice.”

DEFINITIONS

The following definitions apply in this Agreement.

“Bill Pay” means the bill payment service available to you under the terms set forth in this Internet Banking & Bill Payment Agreement.

“Business Day” refers to Monday through Friday, excluding holidays as determined by Advia Credit Union.

“Designated User” means those employees whom our business customers have designated to access one or more of their accounts through the Services. This Agreement acts as your authorization to allow the Designated Users to access and process transactions, which may directly affect your accounts.

“Internet Banking” is the Internet-based service providing access to your account(s) under the terms set forth in this Internet Banking & Bill Payment Agreement

“Merchant” means anyone (including Advia Credit Union) you designate and Advia Credit Union accepts as a payee for a bill payment.

“Password” is a series of numbers and/or letters that you select after the initial sign-on that establishes your connection to the Services. You may be able to self-enroll in the Services, and, if not, Advia Credit Union will provide you with a code for use during the initial sign-on process.

“Payment Account” means the account you have designated for us to debit with respect to payees in connection with Bill Pay.

“Payment Date” means the date on which you have requested that we make a scheduled payment. It is your responsibility to schedule this date sufficiently in advance of the date the payment is due to be received by the payee to assure timely payment.

“Time of Day” references are to Central Standard Time.

“User ID” is the user name that you select after the initial sign on or that we provide to you that you will use in connection with your Password to establish your connection to the Services.

“We” “us,” “our,” “ACU,” “GECB” or “Advia Credit Union” refer to Advia Credit Union (formerly Golden Eagle Community Bank) which offers the Services provided under this Agreement and holds the accounts accessed by the Services.

SECURITY FEATURES

The safety of our customers’ accounts and account information is of paramount importance to Advia Credit Union. We go through great lengths to protect confidentiality and the security of your account and urge you to do the same. You agree not to allow anyone to gain access to the Services or to let anyone know the Password or User ID that you use with the Services. You agree to assume responsibility for all transactions initiated through the Services with your User ID, up to the limits allowed by applicable law. While we continue to provide our customers with the level of on-line security that we believe is necessary and appropriate customers who share their User IDs and Passwords are giving up the full benefit of our security measures and legal protections to which they may be entitled. **No Advia Credit Union representative will ever call and ask for your User ID or Password nor will we e-mail you requesting that information.**

Designated Users

If you are accessing the Services as a business customer of Advia Credit Union, you must establish a unique User ID and Password for each Designated User and must develop adequate internal procedures to prevent the disclosure of the Designated Users' User IDs and Passwords to other persons and the unauthorized use of the Services by any employee or party who is not a Designated User. We will have no knowledge of the User IDs and Passwords established for each Designated User and will have no responsibility for ensuring compliance with the procedures that you develop for protecting the confidentiality of such identifications.

If you suspect any impropriety on the part of any Designated User in connection with the use of the Services or if a Designated User is leaving your employment, you must take immediate steps to ensure that the Designated User is prevented from further access to the Services.

ADVIA CREDIT UNION WILL NOT BE LIABLE TO YOU OR TO THIRD PARTIES FOR ANY LOSS WHATSOEVER ARISING FROM UNAUTHORIZED USE OF THE SERVICES.

Encryption

The Services uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Internet Banking. Your browser automatically activates this technology when it attempts to connect to our Services. Depending on your browser, whenever SSL is securing your communications, your browser may indicate this secure session by changing the appearance of a small icon of a padlock at the bottom of the screen from "open" to "locked". What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

Certificate Authority

The servers hosting the Services have been certified by a Certificate Authority to assure you that you are actually talking to the Services instead of someone pretending to be us. If you are using an older browser, you will see that the Certificate Authorities key may have expired; you will need to update your browser. By clicking on the lock within the Services, you can view the certificate to ensure it is valid.

Cookies

During your use of the Services, our Internet Banking service provider will pass a persistent encrypted cookie to your computer in order to confirm the identity of each user. While this cookie enables us to process multiple transactions during the session without you having to provide your User ID and Password for each individual transaction, it scores online transactions and may challenge you with security questions when you request certain transactions or reach certain limits. You should ensure that your browser will accept persistent cookies. Your security is enhanced by acceptance of the cookie. The cookie is stored on your computer's hard-drive.

CUSTOMER DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS

By selecting the "I Accept" button below, you are (1) acknowledging your receipt of the information listed below, (2) agreeing that any contract you enter into with Advia Credit Union for the provision of certain Internet Banking Services may be in electronic form, and (3) agreeing that certain information that may be delivered in connection with the Services may also be in electronic form.

You are also acknowledging receipt of the following information and agree that:

- We may provide you with this Agreement and any revisions and amendments hereto in electronic form, and that, if you choose to accept the Agreement, you are consenting to enter into and are entering into an agreement electronically that will govern all future transactions you conduct using the Services.
- We may provide you revisions and amendments to the Agreement and such other information including, but not limited to, information under Regulation E and under other applicable banking or financial services laws or regulations in connection with the Services, electronically, as a part of the Agreement, or otherwise, as a part of the Services. While you may print and retain a copy of the Agreement or any information provided to you in relation to the Services, we only provide these documents electronically.
- You have a right at any time to withdraw, without service charges, your consent to receive information electronically. However, because the Agreement and the information related to the Agreement are provided only in electronic format, your withdrawal of consent will terminate your access to the Services.
- If you wish to withdraw consent to receive information electronically, to terminate the Services, or to update your information such as a change of address, or email address, you may contact us as set forth in this Agreement under the section entitled "Notice."
- You are able to access information that is provided in the same manner as the information and the Services via the Internet.

To use the Services and receive electronic communications, you will need a computer with a modem and an Internet browser that supports 128-bit encryption, such as Internet Explorer version 8.0 or above, Firefox version 4.0 and above, Safari version 5.0 and above and Google Chrome. You will also need an e-mail account and e-mail reader software capable of handling HTML e-mail. Your computer will need to run a compatible operating system and be connected to the Internet and have sufficient storage capacity, either on your computer's hard drive or an external data storage unit, capable of supporting the Services. It is also recommended that you have a printer capable of printing from your Internet browser and e-mail provider.

If you elect electronic communications, you will continue to receive your regular account statement either monthly or quarterly, depending on the type of the account. You will be able to engage delivery of statements electronically if desired.

BANKING TRANSACTIONS WITH INTERNET BANKING

The following functions are available through the Services:

- View your account information.

- Transfer funds among your linked checking, savings, and money market accounts at Advia Credit Union and from an account at Advia Credit Union to another Advia Credit Union customer's account.
- Stop payment on certain transactions.
- Transfer funds to an external account.
- Make a loan payment from your checking or savings account with us.

We utilize a third party provider for the transfer of funds to external accounts, and the use of this service is optional. If you decide to use the external transfer service, you will be bound by the External Transfer Service Agreement Terms and Conditions, which will be provided to you when initiating an external transfer.

Because regulations require Advia Credit Union to limit pre-authorized transfers (including Internet Banking transfers), the following limitations apply:

- **Statement Savings Account:** You can make no more than six (6) transfers per statement period by pre-authorized or automatic transfer, or by telephone or Internet Banking.
- **Money Market Deposit Account:** You can make no more than six (6) transfers per statement period by pre-authorized or automatic transfer, or by telephone or Internet Banking.

In addition, please check the Consumer and Commercial Deposit Account Information brochures regarding limitations on withdrawals and transfers on deposit accounts.

New services may be introduced for Internet Banking from time to time. Advia Credit Union will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

Internal Transfer Requests

Internal transfer requests must be received on a Business Day prior to the cut-off time set by GECB, which is currently 4:55 p.m., in order to be processed on that Business Day. If we receive your request after the cut-off hour on a Business Day or on a day that is not a Business Day, we will process the internal transfer on the next Business Day. If you schedule an internal transfer for a future date, we will process the transaction on that date. However, if the date you request for a future internal transfer is not a Business Day, we will process the transaction on the next Business Day.

We will only process internal transfers when there are sufficient funds available in your account. If sufficient funds are not available (including funds available under any overdraft protection plan) on the date a transfer is scheduled to be made, we will not complete the transfer.

Any internal transfer can be changed or canceled, provided you access the Services prior to the cut-off time on the Business Day prior to the Business Day the internal transfer is going to be initiated.

Stop Payments

You will be able to initiate stop payments through the Services for checks that you have written on your accounts. This service is subject to the fee outlined in Advia Credit Union's Fee Schedule. Stop payments initiated through the Services are considered verbal stop payment requests and are effective for only fourteen (14) calendar days unless confirmed in writing. Once the stop payment is received by Advia Credit Union's staff you will be contacted to arrange receiving and acknowledging the proper documentation. All stipulations outlined in GECB's Stop Payment Request Form will be in place, and you must provide all information required in the Stop Payment Request Form. If you do not provide the requested information or if the information that you provide is inaccurate, we may not be able to honor or effectuate your stop payment request. Your request to cancel a stop payment order is not effective until we have a reasonable opportunity to act on it.

Unless renewed, a stop payment request will remain in effect for a period of six (6) months. If you want the stop payment request to expire in less than (6) six months, you must cancel the request in writing at one of our branches.

BILL PAYMENT SERVICE

This Agreement is also your bill payment service agreement with Advia Credit Union. You may use Advia Credit Union's bill paying service, ("Bill Pay"), to direct Advia Credit Union to make payments from your designated checking account to the Merchants you choose in accordance with this Agreement.

How to Set Up Merchants/Payments

When you sign onto Bill Pay you will establish your list of Merchants by selecting the Add button on the Set up Accounts and Payee screen. You may add a new fixed payment for any Merchant, but only if they are on your authorized list of payees. If the Merchant is not set up for electronic payments, the service will generate a paper check for payment. The check will carry your account number and will clear directly through your Payment Account. A unique check number will appear on your statement for easy recognition. Advia Credit Union reserves the right to refuse the designation of a Merchant for any reason.

Advia Credit Union is not responsible if a bill payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant or if you attempt to pay a Merchant that is not on your authorized payee list.

The Bill Paying Process

Advia Credit Union will process variable payments on the Business Day you designate the bill is to be processed, provided the payment request is received prior to the cut-off time set by Advia Credit Union, which is currently 3:00 p.m. Variable bill payment requests received after the Business Day cut-off time or at any time on a non-Business Day will be processed on the next Business Day. Advia Credit Union reserves its right to change the cut-off time by giving you notice of such change in the manner provided for in this Agreement.

FOR RECURRING PAYMENT REQUESTS, IF YOU DESIGNATE A PROCESSING DATE OF THE 28TH THROUGH THE 31ST OF A MONTH, YOU MUST SELECT THE OPTION OF "LAST BUSINESS DAY" FOR PROCESSING TO BE INITIATED ON THE LAST CALENDAR DAY OF THE MONTH. Otherwise, recurring payment requests will be processed on the dates you have designated, unless such date falls on a non-Business Day resulting in your payment being processed on the next Business Day.

YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, FOR EACH BILL PAYMENT (RECURRING OR VARIABLE) TO REACH THE MERCHANT. (IT IS THE RESPONSIBILITY OF THE SUBSCRIBER TO SCHEDULE/ACTIVATE RECURRING PAYMENTS). Due to circumstances beyond our control, some Merchants take longer to post payments than others. We suggest sending your first payment eight (8) Business Days in advance of the due date for such payment. After your first payment has posted you will have a better understanding of how much time to allow for each Merchant to post payments.

You must select a Payment Date that is at least five (5) Business Days before the actual due date reflected on the statement you receive from your Payee. If your actual due date falls on a non-Business Day you must select a Payment Date that is at least one Business Day before the actual due date. Payment Dates should be prior to any late payment date or grace period.

When you have scheduled a payment, you authorize Advia Credit Union to debit your Payment Account and remit funds on your behalf. You certify that your Payment Account is an account from which you are authorized to make payments and any payment you make will be debited from this account. You also authorize us to credit the Payment Account on account of any returned payments from using Bill Pay.

Bill Pay will incur no liability and any service guarantee shall be void if Bill Pay is unable to complete any payments initiated because of any of the following:

- You have not provided Bill Pay with the correct payment account information, or the correct name, address, phone number, or account information for the Merchant upon initiation of the payment; and/or,
- Circumstances beyond the control of Bill Pay (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and Bill Pay has taken reasonable precautions to avoid those circumstances;
- The payment-processing center is not working properly and you know or have been advised by Bill Pay about the malfunction before you execute the transaction;

You agree to have available and collected funds on deposit in the designated Payment Account in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to Advia Credit Union. Advia Credit Union reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the Payment Account and Advia Credit Union has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree that Advia Credit Union, at its option, may charge any of your accounts with Advia Credit Union to cover such payment obligations.

Bill Pay reserves the right to select the method in which to remit funds on your behalf to your Merchant.

Any bill payment can be changed or canceled, provided you access the Services prior to the cut-off time on the Business Day prior to the Business Day the bill payment is going to be initiated.

Text Messages (SMS)

Your wireless carrier's standard messaging rates apply to SMS correspondence. We do not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your Wireless Carrier and are your sole responsibility.

You represent that you are the owner, or authorized user of the wireless device you use to receive the service, and that you are authorized to approve the applicable charges.

We will send you a message only once, and only with your explicit agreement as indicated by your continuation of the process flow.

We will not be liable for any delays or failures in your receipt of any SMS messages as delivery is subject to effective transmission from your network operator and processing by your mobile device. SMS message services are provided on an AS IS, AS AVAILABLE basis.

Data obtained from you in connection with the SMS service may include your mobile phone number, your carrier's name, and the date, time, and content of your messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop, and improve the Services. Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. We will only use the information you provide to the Services to transmit your text message or as otherwise described in this Agreement. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the Services, you agree to provide accurate, complete, and true information.

The Services, as well as the content and materials received through the Services, are proprietary to us and our licensors, and are for your personal and non-commercial use only. You shall not damage, impair, reverse engineer, interfere with, or disrupt the service or its functionality in any way.

The Services are available only in the United States.

We reserve the right to alter charges and/or these terms and conditions from time to time. We may suspend or terminate the service to you if we believe you are in breach of this Agreement, our terms and conditions, or any terms and conditions provided by our third party service providers. Your access to the Services is also subject to termination in the event your wireless service terminates or lapses. We may discontinue the Services at any time.

PAYPAL SEND MONEY ONLINE SERVICE

Advia Credit Union offers the ability to send money online through PayPal. The PayPal services will allow you to transfer funds to another PayPal user online through your designated Payment Account. We offer this service through PayPal, which is a third party service provider. If you use this service, you may need to create an account with PayPal and will be bound the terms and conditions, as well as any user agreements, provided by PayPal.

RETURNED PAYMENTS

In using the Services, including Bill Pay, you understand that the Services and/or the United States Postal Service may return payments for various reasons, such as, but not limited to: the account number being invalid; the Services being unable to locate the account; or the payee account being paid in full. The Services will use its best efforts to research and correct the returned payment, or void the payment and credit your Payment Account. You may receive a notification from the Services concerning such changes.

FEES

There is no fee for the Services; this is a FREE service with all retail accounts. However, the following charges may apply:

- Return deposit items due to customer error \$4.00 per item
- Stop Payment Fee \$20.00 per item
- Incoming Collections \$20.00 per item
- Statement Reconciliation \$25.00 per item

Additional fees are listed in our Account Fee Schedule brochure.

Advia Credit Union reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Some bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.

We will automatically deduct any fees related to the Services from your account each month.

YOUR RIGHTS AS AN INDIVIDUAL CONSUMER

The following section applies only to individuals who access the Services for personal, family and household purposes. For customers who use the Services for their business accounts, the protections of Regulation E of the Federal Reserve System provided in this Agreement do not apply.

If Your Password Has Been Lost or Stolen

If your Password or User ID has been lost or stolen or you suspect any fraudulent activity in your account(s), call Advia Credit Union immediately at (815) 321-5000, between 9:00 a.m. and 5:00 p.m. on a Business Day. Telephoning us is the best way of minimizing your losses. You may also restore the security of the Services by immediately changing your Password. If you believe your Password has been lost or stolen and you notify us within two (2) Business Days after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your Password to conduct unauthorized electronic funds transfers without your permission. If you do NOT notify 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 conducting unauthorized electronic funds transfers without your permission if you had told us earlier, you could lose as much as \$500.00

Errors and Questions

If your statement shows transfers that you did not make or if there are errors or questions regarding an Internet Banking transaction, notify us immediately at (815) 321-5000, or write a letter and send it to:

Advia Credit Union
Attention: Internet Banking Services
PO Box 1930
Woodstock, IL 60098-2452

If you do not notify Advia Credit Union within sixty (60) days after the statement was mailed to you, you may not recover any money lost after the sixty (60) days, which would not have been lost if Advia Credit Union had been notified in time. If your delay in notifying us was due to extenuating circumstances, we shall extend the times specified above to a reasonable period.

If the notice of error is given orally, we may require that you send the complaint or question in writing within ten (10) Business Days from your initial contact. We shall determine whether an error has occurred within ten (10) Business Days after you contact us and will report the results of our investigation to you within three (3) Business Days after completing our investigation. If more time is needed, however, we may, at our sole discretion, take up to forty-five (45) calendar days to investigate a complaint or question. If this occurs, we will credit your account within ten (10) Business Days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If

your complaint or question is not received in writing within ten (10) Business Days from your original contact, we may not credit your account until the investigation is completed.

If your notice of error concerns an electronic fund transfer that occurred during the first thirty (30) days after the first deposit to the account was made, the applicable time periods are twenty (20) Business Days in place of ten (10) Business Days and ninety (90) calendar days in place of forty-five (45) calendar days.

To process your notice of error and complete our investigation, we will need:

- Your name and account number
- A description of the error or the transfer in question, and an explanation concerning why you believe it is an error or need more information
- The dollar amount of the suspected error
- The date on which it occurred
- for a bill payment, the number of the Payment Account used to pay the bill, the applicable payee name and account number, the date the payment was sent, the payment amount and the payment reference number

If we determine that no error occurred, we will send you a written notice within three (3) Business Days and debit any money previously credited to your account. You may request copies of the documents that were used in the investigation.

You may agree that we may respond to you by e-mail with regard to any claim of unauthorized electronic fund transfer related to the Services. Any such e-mail sent to you by Advia Credit Union shall be considered received within three (3) Business Days of the date sent by Advia Credit Union regardless of whether or not you sign on to the Services within that time frame.

Advia Credit Union's Responsibilities

Advia Credit Union will be responsible for your actual losses if they were directly caused by our failure to:

- Complete an Electronic Funds Transfer as properly requested; or
- Cancel an Electronic Funds Transfer as properly requested.

However, we will not be responsible for your losses if:

- Through no fault of Advia Credit Union, you do not have enough money in your account to make the transfer
- Through no fault of Advia Credit Union, the transaction would have caused you to exceed your available credit
- Circumstances beyond our control (e.g., fire, flood, power outage, mail delivery delays, equipment or technical failure or breakdown) prevent a transfer, despite reasonable precautions that we have taken
- There is a hold on your account or if access to your account is blocked in accordance with banking policy
- Your funds are subject to legal process or other encumbrance restricting the transfer
- Your transfer authorization terminates by operation of law
- You believe someone has accessed your accounts without your permission, and you fail to notify Advia Credit Union immediately
- We have a reasonable basis for believing that unauthorized use of your User ID, Password or account has occurred or may be occurring, or if you default under this Agreement, any Deposit Account Agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.

There may be other limitations to our liability in this Agreement and in any other agreements we may have with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages. If any of the circumstances listed above shall occur, we shall reasonably assist in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

YOUR RESPONSIBILITIES

You are solely responsible for controlling the safekeeping of, and access to, your Password. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify Advia Credit Union and arrange to change your Password. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. Advia Credit Union is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment. Advia Credit Union is not liable for any failure to make a bill payment if you fail to promptly notify Advia Credit Union after you learn that you have not received credit from a Merchant for a bill payment. Advia Credit Union is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Advia Credit Union's agent. In any event, Advia Credit Union will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Services, even if Advia Credit Union has knowledge of the possibility of them. Advia Credit Union is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond Advia Credit Union's reasonable control.

LIMIT OF ADVIA CREDIT UNION'S RESPONSIBILITIES

Advia Credit Union agrees to make reasonable efforts to ensure the Services' full performance. Advia Credit Union will be responsible for acting only on those instructions sent through the Services which are actually received and cannot assume responsibility for circumstances over which we have no direct control. This includes, but is not limited to, the failure or malfunctions in communication facilities, which may affect the accuracy or

timeliness of messages you send. Advia Credit Union is not responsible for any losses should you give incorrect instructions, or if your payment instructions are not given sufficiently in advance to allow for timely payment.

Any information you receive from Advia Credit Union is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. Advia Credit Union is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information, or for any investment or other decision made using this information.

Advia Credit Union is not responsible for any fees incurred for Internet access, or for any computer virus or related problems that may be attributable to services provided by an Internet access service provider. We encourage you to routinely scan your computer and diskettes using reliable virus protection products to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for accessing and utilizing the Services. Advia Credit Union will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

Neither Advia Credit Union nor its suppliers will be liable for any transaction if: (i) you do not have enough money in your account to complete the transaction; (ii) a legal order prohibits withdrawals from your account; (iii) your account is closed or has been frozen; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with the Services (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of the Services (ix) you knew that the Services were not operating properly at the time you initiated the transaction or payment; (xi) there is postal delay; or (xi) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

The limit of Advia Credit Union's liability shall be as expressly set forth herein. Under no circumstances will Advia Credit Union be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By using the Services, you agree to waive any and all right to any of the aforesaid, and you acknowledge that your only remedies are those expressly set forth herein.

DISCLAIMER OF DAMAGES AND WARRANTIES

In addition to the terms previously disclosed, Advia Credit Union is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by the Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Advia Credit Union or one of its suppliers. In addition, Advia Credit Union disclaims any responsibility for any electronic virus (es) a customer may encounter after installation of such software or use of the Services. Without limiting the foregoing, neither Advia Credit Union nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. Advia Credit Union and its suppliers provide the Services from their own sites and they make no representation or warranty that any information, material or functions included in the Services are appropriate for use by you in your jurisdiction. If you choose to use the Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Advia Credit Union nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Online Banking, or contained in any third party sites linked to or from Advia Credit Union's web site. **ADVIA CREDIT UNION MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF THE SERVICES, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. ADVIA CREDIT UNION DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.**

INDEMNIFICATION

You agree that you shall indemnify, defend and hold harmless Advia Credit Union and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) your failure to comply with applicable law; or (ii) your failure to comply with the terms of this Agreement.

ADDITIONAL REMEDIES

Due to the likelihood of irreparable injury, Advia Credit Union shall be entitled to an injunction prohibiting any breach of this Agreement by you.

DISCLOSURE OF INFORMATION TO THIRD PARTIES/PRIVACY POLICY

A copy of Advia Credit Union's Privacy Policy is available upon request at any of our branches, or can be mailed to you upon request by contacting Advia Credit Union as set forth in this Agreement under the section entitled "Notice."

You can also access our Privacy Policy online by clicking on the *Privacy* link on Advia Credit Union's Website at adviacu.org.

Information submitted to Advia Credit Union or its suppliers is the property of those parties, and they are free to use and disclose that information, or any ideas, concepts, know-how or techniques contained in that information to any third party for any purpose whatsoever, except as specifically agreed by Advia Credit Union or prohibited by law.

LINKS TO OTHER SITES

Information that Advia Credit Union publishes on the Internet may contain links to other sites and third parties may establish links to Advia Credit Union's site. Advia Credit Union makes no representations about any other web site that you may access to, from or through the Service. Unless expressly stated in writing, Advia Credit Union does not endorse the products or services offered by any company or person linked to the Service nor is Advia Credit Union responsible for any software or the content of any information published on the Service of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

NOTICE

Any notice to us permitted or required under this Agreement will be effective upon our receipt of such notice. Unless otherwise provided in this Agreement, you may provide notice to us by one of the following methods: (i) by initiating a customer inquiry through the Service; (ii) by calling us at (815) 321-5000; or (iii) by writing a letter and sending it to:

Advia Credit Union
Attention: Internet Banking Services
PO Box 1930
Woodstock, IL 60098-2452

If you send Advia Credit Union an e-mail message through the Service, Advia Credit Union will be deemed to have received it on the following Business Day. E-mails will be answered within a reasonable timeframe.

You should not rely on e-mail if you need to communicate with Advia Credit Union immediately (e.g., if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that is scheduled to occur).

You agree that Advia Credit Union may respond to you by e-mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by Advia Credit Union shall be considered received within three (3) calendar days of the date sent by Advia Credit Union, regardless of whether or not you sign on to the Service within that time frame.

While sending e-mail is a good way to communicate with Advia Credit Union regarding your accounts and bill payment, your e-mail is sent via your own software and, as a result, may not be secure. Consequently, you should not include confidential information, such as account numbers and balances in any e-mail to Advia Credit Union. You cannot use e-mail to initiate transactions through the Service. All such transactions must be initiated using the appropriate functions within the Service Banking site. Advia Credit Union will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

AMENDMENTS AND MODIFICATIONS TO THIS AGREEMENT

Subject to applicable law, Advia Credit Union may modify or amend the terms and conditions applicable to the Service at any time, including changing the charges, fees or any other term described in this Agreement, upon mailing or delivering a notice of the amendments and modifications to you at the address shown on our account records, or we may send any notice to you via electronic mail and you will have been deemed to have received it three (3) days after it is sent. We may also provide notice by posting such notice in our branches or via Internet Banking. The amended or modified terms and conditions shall be effective at the earliest date allowed by applicable law.

APPLICABLE RULES, LAWS AND REGULATIONS

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Illinois, U.S.A., as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Woodstock, Illinois U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

ASSIGNMENT

Advia Credit Union may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

INTEGRATION

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and Advia Credit Union.

SEVERABILITY

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and Advia Credit Union, this Agreement will control.

WAIVER

Advia Credit Union shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Advia Credit Union of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

FORCE MAJEURE

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

DISPUTE RESOLUTION

In the event of a dispute between you and Advia Credit Union with respect to any issue arising out of or relating to this Agreement or the Services in any manner, excluding any claim for amounts due to Advia Credit Union hereunder, a breach of confidentiality or a claim for indemnification, such dispute shall be determined by arbitration. Arbitration shall be conducted before an arbitrator chosen as follows: either Advia Credit Union and you shall together agree on a mutually acceptable arbitrator, or you shall select one arbitrator and we shall select one arbitrator, and these two arbitrators shall choose a third arbitrator who will act as arbitrator hereunder. The arbitrator's decision shall be final and binding upon all parties.

concerned. Such decision shall be rendered within thirty (30) days of the closing of the hearing record. The arbitration proceedings conducted hereunder shall be conducted in the state where the main office of Advia Credit Union is located, and each party shall bear its own costs. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association or JAMS at the discretion of the party submitting the claim.

WAIVER OF JURY TRIAL

You agree to waive any right to a jury trial that you may have in connection with the resolution of any dispute or claim between you and Advia Credit Union.

CONSTRUCTION

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of the law.