



## Site Terms and Privacy Statement

### Terms and Conditions of The Ohio Educational Credit Union Web Site

The Ohio Educational Credit Union (“we,” “us,” “our”) requires that all the visitors to our site on the World Wide Web (the “Site”) adhere to the following terms and conditions. Accessing the Site or viewing any of its contents shall constitute your acknowledgment of and agreement with these terms and conditions.

1. **LAWS AND REGULATIONS:** Except as specifically set forth in these Terms and Conditions, user access to and use of the Site is subject to all applicable international, federal, state and local laws and regulations.
2. **COPYRIGHT/TRADEMARKS:** All information, including designs, content and images, contained on the Site is owned by us. Other trademarks, logos and service marks displayed on the Site to identify the source of the services and products are our property or the property of the respective third-party owners. All information and content including any software programs available on or used to operate the Site (“Content”) is proprietary to the respective owners. Users are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any of the Marks or Content available on or through the Site for commercial or public purposes.
3. **WEBSITE CONTENT/USE OF INFORMATION AND MATERIALS:** Information available on the Site is provided for informational purposes only, as a courtesy to our members and visitors. Should you decide to take direct action based on general financial content provided on this Site, please be aware that you do so at your own risk. Every Site user has a different financial situation, and what applies ideally to one customer may have adverse consequences for another and you accept responsibility for all actions you take based on information provided on the Site. Content on the Site may vary based on a user's demographics, preferences or other designating factors. Also, all services and products may not be available to all Site users. Your eligibility for particular products and services is subject to our final determination and approval. No part of this Site may be redistributed, copied, or reproduced without our prior written consent. The information and materials contained on the Site - and the terms and conditions of access - are subject to change without notice.
4. **NO WARRANTIES:** ALL CONTENT, PRODUCTS AND SERVICES AVAILABLE ON OR THROUGH THE SITE, ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY, COMPLETENESS, ACCURACY OR FREEDOM FROM COMPUTER VIRUS. WE DO NOT ENDORSE NOR ARE WE RESPONSIBLE FOR (A) THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT MADE THROUGH THE SITE OR A LINKED SITE BY ANY PARTY, OR (B) THE CAPABILITIES OR RELIABILITY OF ANY PRODUCT OR SERVICE OBTAINED FROM A LINKED SITE. OTHER THAN AS REQUIRED UNDER APPLICABLE CONSUMER PROTECTION LAW, UNDER NO CIRCUMSTANCE WILL WE BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A USER'S RELIANCE ON INFORMATION OBTAINED THROUGH THE SITE OR A LINKED SITE, OR USER'S RELIANCE ON ANY PRODUCT OR

SERVICE OBTAINED FROM A LINKED SITE. IT IS THE RESPONSIBILITY OF THE USER TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE SITE, OR OBTAINED FROM A LINKED SITE. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC OPINION, ADVICE, PRODUCT, SERVICE AND OTHER CONTENT.

5. **LIMITATION OF LIABILITY FOR USE OF THE SITE AND LINKED SITES:** IN NO EVENT WILL WE, OR ANY OF OUR SUBSIDIARIES OR AFFILIATES AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, COST OF PROCURING SUBSTITUTE SERVICE OR LOST OPPORTUNITY) ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SITE OR A LINKED SITE, OR WITH THE DELAY OR INABILITY TO USE THE SITE OR A LINKED SITE, EVEN IF WE ARE MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY VIRUSES WHICH MAY INFECT A USER'S EQUIPMENT, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (e.g., YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS OR ANY FORCE MAJEURE. WE CANNOT AND DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE WEBSITE.
6. **CONFIDENTIALITY OF USER COMMUNICATIONS:** Except as required by law and in accordance with our Internet Privacy Statement, we will maintain the confidentiality of all user communications which contain personal user information and which are securely transmitted directly to us. Postings by a user on any message board or in any chat room will not be protected as confidential and we may use and provide information contained in any such postings (including any ideas, concepts, know-how or other intellectual property) to any of our subsidiaries and/or affiliates for any purpose whatsoever and as deemed appropriate by us. We make no promises with respect to controlling discussions that may take place on any bulletin board, chat room or other site communication device, but we do reserve the right to monitor communications areas, removing or modifying any material, at our sole discretion. You should be aware that linked sites may contain confidentiality provisions that differ from the provisions contained herein. We are not responsible for such provisions, and expressly disclaim any and all liability related to such provisions.
7. **LINKED INTERNET SITES:** We prohibit caching, unauthorized links to the Site and framing of any Content available through the Site. We reserve the right to disable any unauthorized links or frames and specifically disclaim any responsibility for the Content available on any other Internet sites linked to the Site. Access to any other Internet sites linked to the Site is at the user's own risk. You should be aware that linked Sites may contain rules and regulations, privacy provisions, confidentiality provisions, transmission of personal data provisions, and other provisions that differ from the provisions provided on the Site. We are not responsible for such provisions, and expressly disclaim any and all liability related to such provisions.
8. **SECURE-AREA ACCESS/DATA TRANSMISSION:** A user can only access secure areas of the Site pursuant to the Online Access Agreement with a valid password related to accounts held by us. Because of the site security system, should a user attempt to access a secure area more than three times using an invalid user ID or password, that user will be locked out of the secure areas of the site. To regain access the secure areas a user must contact our Member Service Department at (800) 552-6328. Information within the secure areas of the site will use at least 40-bit encryption technology. The secure area will also use secure sockets layer technology. The

information will be transmitted among various secure computer systems in order to ensure that all automated clearing house, debit, bill payments and account transfers are made in a timely, efficient and secure manner.

9. **CHANGES TO RULES AND REGULATIONS:** We reserve the right to revise these Terms and Conditions at any time and users are deemed to be apprised of and bound by any changes to these Terms and Conditions.
10. **VIOLATIONS OF RULES AND REGULATIONS:** We reserve the right to seek all remedies available at law and in equity for violations of these Terms and Conditions, including the right to block access from a particular Internet address to the Site.
11. **ACCESS TO PASSWORD PROTECTED/SECURE AREAS:** Access to and use of password protected and/or secure areas of the Site is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.
12. **USE OF "COOKIE" FILE FEATURES:** We reserve the right to store information on a user's computer in the form of a "cookie" or similar file for purposes of modifying the Site to reflect users' preferences. Our Internet Privacy Statement provides additional information regarding our use of "cookies" as well as procedures for disabling cookies.
13. **JURISDICTION/GOVERNING LAW:** Users of this Site agree to submit to the laws of Ohio, USA and applicable federal law without regard to conflicts of laws principles.
14. **ONLINE PRIVACY OF CHILDREN'S INFORMATION:** The Credit Union will not collect, use or disclose online information received from children under age 13 without prior parental notification and consent, which will include an opportunity for the parent to prevent use of information and participation in the activity. Online information will only be used to respond directly to the child's request and will not be used for other purposes without prior parental consent.

(i) The Credit Union will not distribute to third parties, other than its affiliate, personally identifiable information without prior parental consent.

(ii) The Credit Union will not post or otherwise distribute personally identifiable information without prior parental consent.

(iii) The Credit Union will not entice by the prospect of a special game, prize or other activity, to divulge more information than is needed to participate in the activity.

(iv) Personally identifiable information collected online from their children may be reviewed by a parent or guardian upon written request. The parent or guardian has the right to have information deleted and instruct the Credit Union to cease collecting further information from their child.

### **Privacy Statement of The Ohio Educational Credit Union Web Site**

General Privacy Statement: As your credit union, we are aware that you have shown significant faith by entrusting us with your most personal of information, your finances. We have spent much time building our relationship with you, and as that relationship evolves into the next millennium, rest assured that no matter the technology used for member interaction, our respect for your privacy will not diminish.

Site Access: Any person using the Internet is given access to The Ohio Educational Credit Union site (the "Site"), which provides a general overview to enable the individual user to learn about our many

member benefits. However, access to the members-only areas and individual account areas require passwords.

**Security:** Although our communication lines remain open and transparent to our members allowing them to have access to their accounts, unauthorized access is next to impossible. With our security technology, using 40-bit encryption, ICSA certified firewalls, and secured socket layers (SSL), you will be able to make secure transactions without fear that an unauthorized party will gain access to your accounts. We do not permit the installation of password “cookies,” just in case your computer is lost or stolen. You will be required to enter your password every time you log on to the Online Services system. Should an unauthorized user attempt to access your account, only three attempts at determining your password are allowed before the user, who occasionally may be you, is locked out of the system. Should this occur, please call our Member Service Department at (800) 552-6328. You will be asked to provide account-specific information; once that information is verified, you will regain access to your account.

**Site Content:** Any information regarding your share savings and checking accounts is accurate to the minute. Your credit card account may contain slightly older data; the date discrepancies will be noted on the account summary screen. Financial Information is provided for informational purposes only, as a courtesy to our members and visitors. Should you decide to take direct action based on general financial content provided on this Site, please be aware that you do so at your own risk. Every Site user has a different financial situation, and what applies ideally to one customer may have adverse consequences for another.

**Use of Cookies:** Cookies were originally designed to help a website distinguish a user's browser as a previous visitor and thus save and remember any preferences that may have been set while the user was browsing the site. A cookie is a small string of text that a website can send to your browser. Web sites sometimes use cookies to enhance the user's visit; in general, cookies can securely store a user's ID and password, personalize home pages, identify which parts of a site have been visited or keep track of selections in a “shopping cart.” If you are just browsing our Site, a cookie identifies only your browser. However, if you become a registered user on the Site with a designated user ID and PIN/password (“Registered User”), and will be accessing your confidential account information (such as eBill Payment Services), you must accept certain cookies as they are essential for site administration and security. While we will implant a cookie that records your member preferences so that we can provide personalized information that we believe will be of value to, we DO NOT permit a cookie to be placed on your computer to store your UserID and password.

**Set Email Preferences:** In order to notify our Registered Users of extra benefits provided as online financial customers, we will send occasional email informing you of these special offers. Should you wish to be removed from this list, simply send us an email indicating that you do not wish to receive e-mail.

**Site Navigation Statistics/Information Use:** As your credit union, our goal continues to be one of exceptional member satisfaction. Therefore, we track general information on web site use and site traffic in order that we may improve site navigation and information to make your Online Services experience as efficient and fulfilling as possible. We also compile general statistical information on members based on our records, which are used to benefit our members when creating partnerships with merchants and other financial service providers. Although the technology by which we gather our data has evolved, we will still use the data in the same way. Because Internet-collected data is more accurate, we'll be able to use that information to create even more partnership opportunities. Therefore, as an Internet financial services customer, our members will have the opportunity to share in

additional benefits not offered to our traditional customers. We will not provide your specific personal information to any outside marketing organization without your consent.

**Loan Application Information Gathering:** Should you choose to apply for a loan online, be aware that we will treat that application as we do a standard, in-person loan application, following all policies and procedures established for loan applications, including credit checks, employment verification, etc.

**Meeting Your Needs:** As technology evolves, we will continue to look for better ways to gather and use information in order to offer financial products and services which best meet your financial needs, and to protect and safeguard information about you and your accounts. We encourage you to review this Internet Privacy Statement periodically for updates.