

Members Advantage Credit Union
Digital Banking SERVICES AGREEMENT

This Digital Banking Services Agreement ("Agreement") is between Members Advantage Credit Union, the financial institution providing the Digital Banking services (we, us, our or CU), and each member who has enrolled in our Digital Banking Services and any person authorized by the member to use the member's Digital Banking Services (collectively, you, your or yours). You agree with us as follows:

I. Definitions:

Account means a checking, savings, or deposit account that you have with us.

Account Agreement means the Agreement between you and us that governs the use of your Account, including the following Agreements: deposit account, funds availability, electronic funds transfer, line of credit or credit card agreements and disclosures, and our schedule of fees and charges.

Business Day means every weekday that we are open for business, Monday through Friday, except specific federal or state holidays.

Digital Banking Services means collectively Online Banking, Mobile Banking, and Bill Payment Services.

Electronic means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any similar technology.

Electronic Funds Transfers are ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your accounts, including Bill Pay.

Eligible Accounts means accounts you may access with Digital Banking Services.

Login credentials means the Username, password, security phrase, security picture, and security questions used by you for identification purposes in connection with the use of our Digital Banking Services.

Transfer means any electronic banking transaction, including a deposit, withdrawal or bill payment made electronically.

II. Setup and Use of Digital Banking Services:

- A. Eligibility. To activate Digital Banking Services, you must have at least one Account with us. You may register for Digital Banking by going to www.macuonline.org clicking on Login, and on the next page, click on New User and following the steps to register.
- B. Hours of Access. You can use Digital Banking Services 24 hours a day, seven days a week, although some or all of the Digital Services may not be available occasionally due to emergency or scheduled maintenance.
- C. Linking to Your Account(s). You can access your Accounts at the credit union through Digital Banking Services. We will set up Digital Banking Services on each Account number that you provide to us as long as you are an owner on each account.
- D. Email Address. You must provide a valid email address to receive e-alerts, e-notices, and disclosures. It is your responsibility at all times to ensure we have a valid email address on file. If you change your email, it is very important that you update the email address with Members Advantage Credit Union. If an e-alert of account information, notices, or disclosures are undeliverable, you agree that the Credit Union has the right to terminate your electronic communications and/or change the delivery of your account periodic statements.
- E. Equipment and Software Requirements. You must have a computer or mobile device with an internet connection. Online banking is currently supported by Microsoft (Internet Explorer), Apple (Safari), and Firefox. Online banking may work with other internet browsers, but we are unable to provide support for them.
- F. Service Interruptions. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided. You agree that we will not be liable to you if a Members Advantage CU online system is delayed or unavailable at any time. We make no warranty to you regarding your equipment or the software including fitness for a particular purpose.

III. Digital Banking Services:

A. Services Offered.

1. Online/Mobile Banking Service.

You can use the Online or Mobile Service to access your Accounts to complete the following: view Account balances and recent transactions; transfer money between Accounts; apply for loans; view holds; set up e-mail alerts; and communicate with us via e-mail. You may transfer funds through Online or Mobile Banking in any amount to any account you have with us. You may not use Online or Mobile Banking to transfer funds to another institution. Funds transfers are processed immediately when there are sufficient funds available in your account, unless the system is down for maintenance or some other circumstance beyond our control forces an interruption in service.

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2. Bill Pay Service.

The Digital Banking Bill Pay Service allows you to pay bills on an automatic, recurring basis or periodically as you request.

IV. Bill Pay

A. The Bill Paying Process.

1. Single Payment.

A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment processing date, provided the payment is submitted prior to the cut off time on that date. The daily cut off time is 3pm EST. A single payment submitted after the daily cut off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment processing date, the payment will be processed on the first business day following the designated processing date.

2. Recurring Payments.

When a recurring payment is processed, it is automatically scheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business day, you will have an option on when you would like the payment delivered. If your frequency settings for the recurring payments specify for the 29th, 30th, or 31st as the particular day of the month and that day does not exist in the month of the calculated date, then the last calendar day of that month is used as the calculated processing date.

3. Estimate Arrival Date.

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your payee.

V. Fees:

A. There is no service charge for the Digital Banking Services.

VI. Parties' Responsibilities:

A. Responsibilities of the Consumer.

1. Your Rights and Responsibilities.

- (a) You are solely responsible for controlling the safekeeping of and access to your Member Login and Password.
- (b) If you want to terminate another person's authority to use the Digital Banking services, you must notify Members Advantage Credit Union immediately and arrange to change your password.
- (c) You agree to take every precaution to ensure safety, security, and integrity of your account and transactions when using Digital Services. You agree not to leave your Device unattended while logged into Digital Banking and to log off immediately at the completion of each access by you.
- (d) Members Advantage is not responsible for a payment or transfer that is not made if you did not properly follow the instructions for making the payment or transfer.
- (e) Reporting Unauthorized Transactions. You should notify us immediately if you believe someone has transferred or may transfer money from your account without your permission or if you suspect any fraudulent activity on your account. To notify us call 219-874-6943 or send us a message via e-mail at service@macuonline.org or write to: Members Advantage Credit Union 3064 S. Ohio St. Michigan City, IN 46360. Do not include your account number or other confidential information in e-mail communication.
- (f) Reporting lost or stolen Login credentials.
You should notify us immediately if you believe your Login credentials have been lost or stolen. To notify us call 219-874-6943 or write to us at: Members Advantage Credit Union, 3064 S. Ohio St., Michigan City, IN 46360.
- (g) Consumer Liability for Unauthorized Transactions.
NOTE: Federal law requires that if you believe your Login credentials have been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Login credentials without your permission. Notify us AT

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ONCE if you believe your Login credentials have been lost or stolen. Telephoning us at 219-874-6943 is the best way of keeping your possible losses down. If you do not notify us promptly, it is possible that you could lose all the money in your Account plus your maximum overdraft line of credit. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Login credentials and we can prove that we could have stopped someone from using your Login credentials without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, notify us at once. If you do not tell us within 60 days after the FIRST statement showing such a transfer 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 told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend these time periods.

(h) In Case of Errors or Questions About Your Electronic Transfers

Telephone us at 219-874-6943, write us at Members Advantage Credit Union, 3064 S. Ohio St., Michigan City, IN 46360, or send us a message via e-mail at service@macuonline.org as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. If in person or on the phone, give us your name and account number(s). DO NOT include account numbers and confidential information on written or emailed documents.
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.
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 any error promptly. If we need more time; however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will 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 credit your account.

We will tell you the results within three business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

B. Responsibilities of the Credit Union.

1. Our Responsibility for Processing Transactions.

If we do not complete a transfer to or from your Account or cancel a transfer as properly requested on time or in the correct amount according to our agreement with you, we are liable for your losses or damages, subject to the following limitations:

2. Limitations of Our Responsibility for Processing Transactions.

There are some exceptions to our liability for processing transactions on your Accounts. We will not be liable, for instance:

- (a) If, through no fault of ours, you do not have enough money in your Account to make the transfer;
- (b) If the funds in your Account were attached or the transfer cannot be made because of legal restrictions affecting your Account;
- (c) If the systems were not working properly and you knew about the breakdown when you started the transfer;
- (d) If circumstances beyond our control such as interruption of telephone service or telecommunication facilities, or natural disaster prevent the transfer, despite reasonable precautions that we have taken;
- (e) If you have not provided us with complete and correct payment information;
- (f) If your browser, operating system, Internet service or any equipment you may use to access Digital Banking Services is misapplied or malfunctions;

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- (g) If you do not exercise care to safeguard your system and prevent its misuse by other persons (for example, use of your Login credentials);
- (h) If you have not properly followed the instructions for using our Digital Banking Services;
- (i) Your access code has been reported Lost or Stolen and we have blocked the account;
- (j) There may be other exceptions stated in our agreement with you. Our sole responsibility for an error in a transfer will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages. In states that do not allow the exclusion or limitation of liability for indirect, special incidental or consequential damages, our liability is limited to the extent permitted by applicable law.

C. Items for Which We Will Not Be Responsible and Further Limitations on Our Liability.

1. Warranty & Software Limitations.

- (a) Warranties of Fitness and Merchantability. NEITHER WE, NOR ANY OF OUR SUBSIDIARIES, ANY SOFTWARE SUPPLIER NOR ANY INFORMATION PROVIDERS, MAKE ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE SOFTWARE, EQUIPMENT, BROWSER OR OTHER SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.
- (b) Computer-related Warranties. Neither we, nor any of our subsidiaries, nor any software supplier nor information provider represents and warrants to you that Digital Banking Services is free from any defects, computer virus or other software-related problems. We will not be liable for any indirect, special, consequential, economic or other damages. In states that do not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, our liability is limited to the extent permitted by applicable law.

VII. Consumer Privacy and Confidentiality:

A. Sharing Your Personal Information with Others.

We recognize the importance of protecting the confidentiality of our members' personal information. Personal information includes all of the personally identifying information that you provide us in connection with your Account and your use of the Digital Banking Services. However, we may disclose personal information about you to third parties in certain instances:

1. If we have entered into an agreement with another party to provide any of the Digital Banking Services. In this case, we will provide that party with information about your Account, your transfers, and your communications with us in order to carry out your instructions;
2. If it is necessary for completing transfers or otherwise carrying out your instructions;
3. If it is necessary to verify the existence and conditions of an Account for a third party, such as a credit bureau, a payee, or any holder of a check issued by you through Digital Banking Services;
4. In order to comply with applicable laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information;
5. If you provide us with your specific permission; or
6. In order to provide you with information about products and services that we believe will be interesting to you.

If you do not wish to receive information about products and services from third parties, please notify us by e-mail at service@macuonline.org, call 219-874-6943 or write to: Members Advantage Credit Union 3064 S. Ohio St., Michigan City, IN 46360. In your written or e-mail notice, be sure to include your name and telephone number. Do NOT include your account numbers or any confidential information on any written or e-mailed correspondence. Your notice will not apply to or be effective for any other person, including any joint account owners.

Refer to Privacy Policy Disclosure for additional information regarding consumer privacy and confidentiality.

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VIII. Termination:

- A. Your Right to Terminate. You may withdraw your consent to do further electronic business with us. If you decide to withdraw consent, the legal validity and enforceability of prior electronic disclosures will not be affected. You may cancel any time by emailing us at service@macuonline.org, or telephoning us at 219-874-6943 or writing us at Members Advantage Credit Union, 3064 S. Ohio St., Michigan City, IN 46360. Depending on when the cancellation is requested, we will cancel your e-alerts within a reasonable amount of time and we will begin mailing your paper periodic statements, notices and disclosures required by federal and state regulations to you via the U.S. Mail. (See section “C. Paper Copy” below).
- B. Our Right to Terminate. You agree that we have the right to terminate or limit your electronic services at any time and for any reason at our discretion. If your electronic services are terminated or limited, we will begin mailing your paper disclosures, notices and periodic statements required by federal and state regulators via U.S. Mail (See section “C Paper Copy” below). We reserve the right to block access to any of your services in order to maintain security.
- C. Paper Copy. You have the right to receive a paper version of the periodic statements, disclosures and notices required by state and federal law upon request. As of 11/20/2020, there is a \$3 monthly fee associated with receiving periodic statements via U.S. Mail.

IX. Changes in Terms and other Amendments:

We may amend this Agreement. We may add, delete or amend terms, conditions and other provisions, fees, charges, or other terms described in this Agreement. We will send you a notice to the postal or e-mail address on your Account or will notify you via Digital Banking Services in a manner as required by applicable law.

X. Other Provisions:

- A. Electronic Notice. We may send notices to you by electronic mail (e-mail). You may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. **E-mail may not be a secure method of communication.** Therefore, we recommend you do not send confidential, personal or financial information by e-mail. There may be times when you need to speak with someone immediately (especially to report lost or stolen Login credentials, or to stop a payment). In these cases, **do not use e-mail.** Instead, call us at 219-874-6943.
- B. Hours of Operation. Representatives are available to assist you during normal business hours. Please access our website www.macuonline.org. Hours of operations can be located under Locations button on the homepage or please call 219-874-6943.
- C. Ownership of Website. The content, information and offers on our website are copyrighted by the Members Advantage Credit Union and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.
- D. Venue. By execution of this agreement, the parties’ consent to venue in Laporte County, Indiana of any action brought to enforce the terms of this agreement or to collect any monies due under it.
- E. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Indiana. Your Account relationships shall continue to be governed by and construed in accordance with the laws as disclosed in such Account agreements.
- F. Scope of Agreement. This Agreement represents our complete agreement with you relating to our provision of Digital Banking Services. No other statement, oral or written, including language contained in our web site, unless otherwise noted, is part of this Agreement. Use of Digital Banking Services constitutes acceptance of the terms outlined in this agreement.