

## MCCU Online

This **MCCU Online** Disclosure Agreement ("Agreement") is the contract which covers your and our rights and responsibilities concerning online services offered to you by Marshall Community Credit Union. **MCCU Online** permits you to electronically initiate account transactions involving your accounts and to communicate with Marshall Community Credit Union. In this Agreement, the words "you", "your" and "yours" mean those who request and use **MCCU Online**, any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words "we", "us" and "our" mean Marshall Community Credit Union. The word "account" means any one or more accounts you have with Marshall Community Credit Union. By requesting and using **MCCU Online**, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

### ACCOUNT ACCESS

To use **MCCU Online**, you must have at least one share account at Marshall Community Credit Union, access to Internet service and an e-mail address. **MCCU Online** can be used to access only the accounts at Marshall Community Credit Union which you have designated for access by **MCCU Online** in your Enrollment Form. You can add or delete any of your Marshall Community Credit Union accounts from this Agreement by completing a new Enrollment Form. Access to your accounts through **MCCU Online** by other owners of your account, will be based upon your release of the Login ID and Security Code. We undertake no obligation to monitor transactions through **MCCU Online** to determine that they are made on behalf of the account holder. **MCCU Online** is accessible seven (7) days a week, twenty-four (24) hours a day, although some or all of the **MCCU Online** services may not be available occasionally due to emergency or scheduled maintenance.

### TYPES OF TRANSACTIONS

At the present time, you may use **MCCU Online** to:

- Transfer funds between your checking, savings and loan accounts.
- Review account balance, transaction history and tax information for any of your checking, savings or loan accounts.
- Conduct other transactions permitted by Marshall Community Credit Union.
- View check copies.
- Stop Payment Requests - You may initiate stop payment requests online via **MCCU Online** only for paper drafts you have written (non-electronically) on your Marshall Community Credit Union accounts. Online stop payment requests are processed by 9:00 a.m. on the business day following the date the stop payment has been requested online. To be effective, this type of stop payment request must precisely identify the name of the payee, the share draft number, the amount, and the date of the share draft. If you make your stop payment request online or by telephone, we may also require you to put your request in the form of paper writing and get it to us within 14 days after you call. You will incur stop payment charges as disclosed in the current fee schedule for the applicable account.

### LIMITATIONS

You may make no more than six electronic transfers or withdrawals, or a combination of such transfers and withdrawals, per monthly statement cycle, from any share savings account or from any Super Share savings account. There are no limits to the amount of funds transfers from checking accounts. You may transfer or withdraw up to the available balance in your account at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. Marshall Community Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds or lower an account below a required balance. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

### Mobile Money

If we approve **Mobile Money** for your accounts, you must use your **MCCU Online** login information to access your accounts. At the present time, you may use **Mobile Money** to:

- Transfer funds between your checking, savings and loan accounts.
- Review account balance, and transaction history
- Make loan payments from your share, share draft, Second Savings, and Super Share accounts.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under **Mobile Money** via mobile device or another approved access device(s). **Mobile Money** will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitation on **Mobile Money** transactions may apply:

- There is no limit to the number of inquiries, or transfers you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

### **MCCU Mobile Deposit**

This Agreement contains the terms and conditions for the use of Marshall Community Credit Union's, hereafter MCCU, ("Credit Union", "us," or "we") **Mobile Deposit** and/or other remote deposit capture services that we may provide to you ("you," or "User"). Other agreements you have entered into with us, including the Membership & Account Agreement, Electronic Funds Transfer Agreement and other Disclosures governing your account, are incorporated by reference and made a part of this Agreement.

**Services.** The mobile check deposit services ("**Mobile Deposit**", "Services") are designed to allow you to make deposits to your checking accounts from your smartphone by taking a picture of the check(s) and delivering the images and associated deposit information to us or our designated processor.

**Fees.** There is a \$0.50/per check fee in excess of five (5) deposited per month.

**Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via email or on our website(s) by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, MCCU reserves the right, at its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

**Limitations of Service.** When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you. If we reject your deposit, you agree not to hold us responsible or liable for overdrafts or charges incurred due to rejection of deposit. It is at our sole discretion to reject any deposit.

**Ineligible items.** You agree that you will not use the Services to deposit any checks or other items as shown below:

- Checks or items payable to any person or entity other than you.
- Post-dated checks
- Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks or items previously converted to a substitute check.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- IRA and Share Certificate deposits.
- Checks that require authorization (e.g. COMCHEKS, RapidDrafts, etc)
- Checks or items prohibited by our current procedures relating to the Services or which are otherwise not acceptable under the terms of your account.

**Image Quality.** The image of an item transmitted using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. You understand that the imaged check transmitted to MCCU must accurately and legibly provide, among other things, the following information:

- The information identifying the drawer and the paying bank that is preprinted on the check including complete and accurate MICR information and the signature(s).
- Other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

**Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services with the following:

- "**For Mobile Deposit Only at MCCU**", along with proper endorsement(s), or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Services as we may establish from time to time. Failure to provide the above mentioned requirements may result in rejection of your deposit.

**Receipt of Items.** We reserve the right to reject any item transmitted through this Service, at our discretion. We are not liable for items we do not receive or for images that are not transmitted completely. When you have a transmitted an item via **Mobile Deposit** the status will show as "Pending" within the application until the item is reviewed and approved. Once an item received is deposited to your account, the status in the application will change to "Accepted".

**Availability of Funds.** Deposits may take up to two business days to be completed and post to your account. Generally, deposits received before 3:00 pm ET on a business day, and approved, should post to your account on the same day. Exceptions may apply during holidays and/or special and emergency closings. Deposits received after 3:00 pm ET should process on the next business day. Business days are Monday through Friday, excluding Federal holidays.

**Disposal of Transmitted Items.** You agree to securely retain each item for at least 30 business days after your funds have been posted to your account. Following receipt of these funds, you agree to mark the item as "Electronically Presented" or "VOID" and to properly dispose of the item to ensure that it is not represented for payment. You agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item.

**Deposit Limits.** The maximum amount you may deposit on any one day is \$3,000.00. The maximum amount per check is \$3,000.00. These limit amounts are subject to change.

**Security Requirements.** To prevent unauthorized usage of the Service, you agree to ensure the security of the mobile device you own and use to access the Service. By securing these devices, we specifically mean installing operating system patches, antivirus software, firewall and spyware detection as applicable and keeping this security software current, as well as securing the physical device from theft or unauthorized use. Additionally, MCCU may also request additional information from you.

**Errors.** Notify MCCU at 269-781-9885 as soon as possible if you believe your statement is incorrect, or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appeared. If you do not notify us within 60 days from the date your statement was sent, you may not be compensated for any losses.

**Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in our sole discretion subject to the Membership & Account Agreement and Disclosures governing your account.

**Return Items.** If an item you transmit using **Mobile Deposit** is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to and you will be assessed a fee in the amount shown on MCCU's current Fee Schedule for a returned check. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment. You agree that MCCU may debit any account maintained by you in order to obtain payment of your obligations under this Agreement, and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You shall not attempt to negotiate an item if it has been charged back to you.

**Disclaimer of Warranties.** You agree your use of the services and all information and content (including that of third parties) is at your risk and is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind as to the use of the services, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and noninfringement. We make no warranty that the services

- will meet your requirements
- will be uninterrupted, timely, secure, or error-free
- the results that may be obtained from the service will be accurate or reliable, and
- any errors in the services or technology will be corrected.

**Limitation of Liability.** You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data or other losses resulting from the use or the inability to use the services incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of this services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if MCCU has been informed of the possibility thereof. This paragraph shall survive the termination of this Agreement.

**User Warranties and Indemnification.** You warrant that:

- You will only transmit eligible items that are properly endorsed.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or represent the original item once it has been accepted and deposited through this service, unless specifically requested to do so by MCCU.
- All information you provide to MCCU is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.

#### **ENROLLMENT FOR MCCU Online**

The member account number and last 4 digits of social security number are required for initial enrollment to **MCCU Online**. Users will create a personalized Logon ID and Security Code. Logon IDs can be between 6 and 50 alpha numeric characters. Security Codes must have a minimum of 8 alpha-numeric characters. A minimum of 2 numeric and 2 alpha characters is required.

You determine what Security Code you will use and the identity of your Security Code is not communicated to us. You agree that we are authorized to act on instructions received under your Security Code. You accept responsibility for the confidentiality and security of your Security Code and agree to change your Security Code regularly. Upon three unsuccessful attempts to use your Security Code, your access to **MCCU Online** will be revoked. To re-establish your authorization to use **MCCU Online**, you must contact us to have your Security Code reset or to obtain a new temporary Security Code.

We recommend that you create a Security Code that uses both upper and lowercase alpha and numeric characters for purposes of security. Your Security Code should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down. Granting access to your account via **MCCU Online** to any non-owner will make you financially liable for all losses or misuse of your account(s).

#### **LIABILITY FOR UNAUTHORIZED ACCESS**

CONTACT US AT ONCE if you believe your Security Code has been lost, stolen, used without your authorization, or otherwise compromised or if someone has transferred or may transfer money from your accounts without your permission. Call Marshall Community Credit Union during regular business at 269.781.9885 or write us at: Marshall Community Credit Union, 839 W Green St, Marshall, MI 49068.

If you tell us within two (2) business days, you can lose no more than fifty dollars (\$50.00) if someone accesses your accounts without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or Security Code, and we can prove that we could have stopped someone from accessing your account without permission if you had told us, you could lose as much as five hundred dollars (\$500.00).

Also, if your statement shows **MCCU Online** transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty days (60) if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

#### **BUSINESS DAYS**

Our business days are Monday through Friday. Holidays are not included.

#### **FEES AND CHARGES**

At this time there are no charges for **MCCU Online**. We will notify you of any changes as required by law.

#### **PERIODIC STATEMENTS**

We will provide you with a statement which will include, among other things, a brief description of all electronic funds transfers made to or from your account. This statement will be provided monthly unless no such transfers occur, in which case you will receive a statement quarterly.

#### **ACCOUNT INFORMATION DISCLOSURE**

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

- complete transfers
- to verify the existence of sufficient funds to cover specific transactions upon the request of a payee or a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders;
- If you give us your written permission.

#### **MARSHALL COMMUNITY CREDIT UNION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If we do not complete a transfer from your account on time or in the correct amount according to our Agreement with you and the instructions you transmit, we will be liable for your actual losses or damages. However, Marshall Community Credit Union will not be liable:

- If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or if it has been frozen (legal order or other)
- If the transfer would cause your balance to go over the established credit limit set up to cover overdrafts
- If you, or anyone authorized by you, commits any fraud or violates any law or regulation
- If any electronic terminal, telecommunication device, or any part of the **MCCU Online** electronic fund transfer is not working properly and such problem was apparent when you attempted such transaction
- If you have not given Marshall Community Credit Union complete, correct and current instructions so we can process a transfer (or if you did not follow proper instructions)
- If the error was caused by a system beyond Marshall Community Credit Union's control, such as your Internet Service Provider
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.

#### **YOUR RIGHT TO TERMINATE**

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of **MCCU Online** will be effective within three (3) business days of our receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

#### **OUR RIGHT TO TERMINATE**

You agree that we may terminate this Agreement and your use of **MCCU Online** if you or any authorized user of your account breaches this or any other agreement with us; or, if we have reason to believe that there has been an unauthorized use of your account or Security Code/logon ID.

#### **CHANGE IN TERMS**

Marshall Community Credit Union reserves the right to change the terms and conditions upon which **MCCU Online, Mobile Money or Mobile Deposit** is offered. If the change would result in any fees for **MCCU Online, Mobile Money or Mobile Deposit**, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or **MCCU Online, Mobile Money or Mobile Deposit**. We will post any required notice of the change in terms on Marshall Community Credit Union's web site or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or **MCCU Online, Mobile Money or Mobile Deposit**, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of **MCCU Online, Mobile Money or Mobile Deposit** indicates your acceptance of the change in terms. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

#### **CONSENT TO ELECTRONIC DELIVERY OF NOTICES**

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on Marshall Community Credit Union's web site or by e-mail. You agree to notify us immediately of any change in your e-mail address.

**IN CASE OF ERRORS OR QUESTIONS ABOUT MCCU Online transactions**

Contact us as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and account number.
- Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.
- If you tell us orally, we may require that you send us your complaint or questions in writing within ten (10) business days.

We will determine whether an error has 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 questions. If we decide to do this, we will credit your account within ten (10)\* business days for the amount that 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 then tell you the results within three (3) business days after completing our investigation. If we decide that 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.

\*If you give notice of an error within 30 days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days to investigate the error.

\*\*If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have ninety (90) days instead of forty-five (45) days to investigate the error.

**ENFORCEMENT**

You agree to be liable to Marshall Community Credit Union for any liability, loss or expense as provided in this Agreement we incur as a result of any dispute involving your accounts or services. You authorize Marshall Community Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If you feel that we have violated the Michigan Electronic Funds Transfer Act you may notify: Office of Financial & Insurance Services, State of Michigan, Box 30224, Lansing, MI 48909 or, National Credit Union Administration, Region IV (Chicago), 4225 Naperville Rd., Suite 125, Lisle, Illinois 60532-3658.

**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable laws of the State of Michigan, and the Bylaws of the Credit Union as they now exist or may be hereafter amended. You understand that we must comply with these laws, regulations, and rules.