

## **INTRODUCTION**

This document explains the terms and conditions for using our Internet Home Banking Service and provides certain disclosures and information to you concerning the service.

Each of your accounts at First Area Credit Union is also governed by the applicable account disclosure/agreement and Truth in Savings disclosure you received when you opened your account.

## **HOW TO ACCESS YOUR ACCOUNTS**

To access your accounts through our Home Banking service, you must have an account with our financial institution with your current information. This information is requested when you register with our home banking system. The password that is used to gain access to your information should be kept confidential, just as you would keep other security information confidential. For your protection we recommend that you change your home banking password regularly. It is recommended that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money between your accounts without your permission, notify First Area Credit Union at once at (989) 781-1430. You cannot use E-mail to initiate transactions, changed information or inquire on your account(s). We will not respond to these types of requests via E-mail, since we cannot be certain we are corresponding with you. Please use the appropriate functions within our Internet Home Banking service, visit First Area Credit Union office or call us at (989) 781-1430.

## **STATEMENTS**

All transactions generated by you through our home banking service and any home banking fees will appear on your monthly or quarterly statement.

## **PRIVACY**

We use SSL encryption and multi factor authentication to insure the privacy of your information when sending data between our home banking server and your PC.

The server logs multiple items of information for all members. For authorized members who use home banking, we collect and store information such as how often members utilize features on their home banking account, along with dates and times of various features of the home banking system. We use this information for internal analysis, possible fraudulent activity, and product evaluation. We never sell, transfer or trade this information unless we are compelled to do so by law. We may gather and store information available to us on failed login attempts and other activity we consider a threat to our system. In these cases, we will share this information with other companies, agencies, and law enforcement officials as we see fit.

## **OPERATING SYSTEMS AND SECURITY**

Our home banking site is designed to operate using World Wide Web technologies and protocols, which are adaptable to a wide range of systems. Our home banking uses SSL encryption and requires a browser with a current (unexpired) Domain Validation Certificate. Some older browsers may not be able to use the site without first updating the browser. Our server uses 256 bit encryption. We use cookies to help us administer the home banking homepage. Some browsers allow you to reject cookies from servers. If you don't allow us to set a cookie upon entering the site, you will not be able to log in. The cookie we set contains information we need for security and allows us to time out your authority to view information.

We place the cookie with instructions that it can only be sent to a server in our home-banking domain. A cookie cannot be used to extract data from your PC. We do not store your Access Code, User Id or Password in your cookie. The cookie we set will time out your access authority to our home banking homepage. Until it times out, you can come back to our home banking without logging in. After the time out period, you will need to log in again. Remember that most browsers will let you use a BACK button to view previously visited documents, even if your viewing authority has expired. For this reason, the only way to keep others from viewing your account balance is to logout of the browser when you are finished with your session. This is especially important if you are using a public or shared computer.

## **LIABILITY FOR UNAUTHORIZED TRANSFERS**

Tell us AT ONCE if you believe your password has been lost or stolen and immediately change your password from within your home banking account. Calling is the best way to notify us immediately (989) 781-1430. Also, if your statement shows transfers that you did not make, tell us at once. If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (989) 781-1430 ASAP.

## **BILL PAYMENTS**

You may make payments through Bill Payment Service ("SERVICE") to any business, person or professional ("PAYEE") that has an address which can be verified. Bill Payments ("BILL PAYMENTS") may be made only to Payees with a United States payment address. SERVICE reserves the right to refuse to accept any bill payment transaction. BILL PAYMENTS for alimony, child support, taxes, government fees, or court ordered payments are not always accepted. You can make these payments, but SERVICE do not guarantee that it will be accepted or posted in a timely fashion. You must do so at your own risk.

- a. BILL PAYMENTS will be sent to the PAYEE either electronically or by paper check mailed to the PAYEE via the U.S. Postal Service. The choice of electronic or paper check is solely at the discretion of SERVICE. Checks, electronic payments, and withdrawal orders of any kind can be drawn on your Account in any order. You should be aware that other transactions (such as ATM, telephone banking, on-line transfers or in-branch withdrawals) may affect the amount of funds available to make your payment.
- b. When you schedule a bill payment transaction, you authorize FI to reduce the Account balance accordingly. If the available balance in the Account is not sufficient to make payments you

have authorized, FI may either refuse to pay the item or make the payment and thereby overdraw the account. In either event, you are responsible for any insufficient funds and overdraft charges may be impose, as stated in the FI's fee and disclosure statements. FI reserves the right to refuse to honor payment requests that may reasonably appear to be fraudulent or erroneous.

c. When a BILL PAYMENT is scheduled, an estimated delivery date is given, based on the method of delivery being used to make the payment. However, payments should be scheduled at least five (5) business days before the business day on which a bill payment is due to ensure that SERVICE has sufficient time to process and deliver the payment. SERVICE is not responsible for payment delivery delays caused by the U.S. Postal Service or for payment processing delays after the PAYEE has received the payment. Any charges imposed as a result of your failure to transmit bill payment transactions at least five (5) business days before a payment is due are your responsibility. SERVICE's responsibility for any late payment beyond this timeframe is strictly limited to the late charge only, up to a MAXIMUM of \$50. The SERVICE is not responsible for finance charges, interest, indirect, incidental, special or consequential damages related to the late payment.

d. SERVICE may be used to authorize automatic recurring BILL PAYMENTS of repetitive bills. You may schedule recurring payments to be automatically initiated for a fixed amount on a weekly, biweekly, monthly, quarterly or annual basis. The day on which the payment is to be sent is referred to as the "Date/Recurrence." If the payment date/recurrence is scheduled for a non-business day, it will be processed on the **prior** business day.

## **ACH, TRANSFERS, PERSON-TO-PERSON, AND OTHER ELECTROINIC PAYMENTS**

You may make other electronic payments through SERVICE to any business, person or professional. Electronic Payments ("e-PAYMENTS") may be made only to Payees with a United States, if the necessary information needed for the delivery method is entered. SERVICE reserves the right to refuse to accept any e-PAYMENT transaction.

a. e-PAYMENTS will be sent to the PAYEE either electronically via Automated Clearing House or by some other electronic delivery method. The choice of delivery method is solely at the discretion of SERVICE. Checks, electronic payments, withdrawal tickets or instruments can be drawn on your Account in any order. You should be aware that other transactions (such as ATM, telephone banking, on-line transfers or in-branch withdrawals) may affect your Account Balances

b. When you schedule an e-PAYMENT transaction, you authorize FI to reduce the Account balance accordingly. If the available balance in the Account is not sufficient to make payments you have authorized, FI may either refuse to pay the item or make the payment and thereby overdraw the account. In either event, you are responsible for any insufficient funds and overdraft charges may be impose, as stated in the FI's fee and disclosure statements. FI reserves the right to refuse

to honor payment requests that may reasonably appear to be fraudulent or erroneous.

c. When an e-PAYMENT is scheduled, an estimated delivery date is given, based on the method of delivery being used to make the payment. All payments should be scheduled to allow 1 additional day beyond the estimated delivery date for the PAYEE to post the payment. You are responsible for any charge that may be imposed as a result of your failure to allow for additional day. SERVICE's responsibility for any late charges is strictly limited to the late charge only, up to a MAXIMUM of \$50. The SERVICE is not responsible for finance charges, interest, indirect, incidental, special or consequential damages related to the late payment.

SERVICE may be used to authorize automatic recurring e-PAYMENTS of repetitive bills. You may schedule recurring payments to be automatically initiated for a fixed amount on a weekly, biweekly, monthly, or quarterly. The day on which the payment is to be sent is referred to as the "Date/Recurrence." If the payment date/recurrence is scheduled for a non-business day, it will be processed on the previous business day.

#### **STOPPING BILL PAYMENTS OR E-PAYMENTS**

The following steps may be taken to delete or stop pending BILL PAYMENTS or e-PAYMENTS:

- a. **Deleting Payments.** If you have scheduled a BILL PAYMENT OR e-PAYMENT and would like to cancel the payment, you must do so before the payment is processed. The time varies based on the settlement method being used for the payment. If you cannot access the on-line banking service to request that the payment be deleted, please contact the FI for further assistance, prior to the cut-off time.
- b. **Liability for Failure to Delete a Payment.** You cannot delete or cancel a payment after it has been processed. FI is liable, only if you notify FI at least one (1) business day or more before the scheduled payment date. Otherwise, FI is not responsible for any indirect, incidental, special or consequential damages, except to the extent such limitation of liability is not permitted by law.
- c. **Stopping Payments.** Once the on-line payment has been processed, you CANNOT delete or stop BILL PAYMENTS settled electronically, or e-PAYMENTS. You *may* be able to stop a BILL PAYMENT only if it has been paid by paper check. To stop an on-line paper payment, contact the FI's customer service department. The FI *will only be able to stop the on-line check payment if the paper check has not cleared and is able to process the stop payment request before the check clears*. To be effective, this type of stop payment request must precisely identify the name of the Payee, the Payee-assigned account number, payment amount and date you scheduled the payment to be processed. If you call, Financial Institution will also require you to put your request in writing and get it to Financial Institution within fourteen (14) calendar days after you call. Financial Institution will charge your account our regular fee for each stop payment order you give. Financial Institution will not be responsible for failing to act on a stop payment if you

do not give Financial Institution the correct Payee information or if Financial Institution do not have a reasonable opportunity to process the stop payment order.

#### **AVAILABLE SERVICES AND LIMITATIONS**

**TRANSFERS:** You may transfer funds between your share, draft, or loan accounts as the account agreements may allow Transfers done through the service DO NOT immediately charge or credit your account. TRANSFERS WILL BE EFFECTIVE IMMEDIATELY AFTER THE TRANSACTION HAS TAKEN PLACE. You can transfer from one account number to a different account number, only if all account owners have completed the required information to do so.

**ACCOUNT BALANCES:** You may view balances of your share, draft, and loan accounts. In addition, there may be drafts written against your balance, or other electronic items such as debit card transactions, that have not yet been presented to the credit union for payment.

**TRANSACTION HISTORY:** You may view the transaction history for any loan, draft, certificate, or share account. You will be able to view all history for the current and prior year of transaction history on any of our loan, draft, certificate or share accounts. All the transactions in your history are always up to date with the history on the Credit Union's server.

**PASSWORD CHANGES:** If you are a Home Banking user, you may change your password at any time from setting within your home banking account. For your protection we recommend that you change your home-banking password regularly.

**CHECK ORDERS:** You may reorder checks and/or view and order new check styles available through the credit union. We will not process check order requests if you do not have a checking account at the credit union.

**CHECK SEARCH:** You may search for drafts that have cleared your account. You may also list clearings by date cleared or by check number.

**ADDITIONAL SERVICES:** From time to time, we will announce additional services, which are available through our Home Banking. Your use of these services will constitute acceptance of the terms and

conditions presented at the time they are announced. We reserve the right to limit access or cancel on-line access at any time.

### **BUSINESS DAYS**

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

### **ERRORS AND QUESTIONS**

In case of error or questions about your electronic transfers, call us at (989) 781-1430 as soon as you can. You may also email through our contact us page of our website.

You will have sixty (60) days to notify us of the error. You will need to tell us:

Why you believe there is an error and the dollar amount involved;

Approximately when the error took place.

If you tell us orally, we may require you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days and correct any error promptly. If we need more time, we may take up to forty-five (45) days to investigate the complaint, but you will have the use of the funds in question after the then (10) business days. 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 during the investigation. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error resolution procedures, call us at the(989) 781-1430. All transactions are legally binding, and any disagreements will be handled according to the laws of the state of Michigan.

### **OUR LIABILITY**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement/disclosure with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: If, through no fault of ours, you do not have enough money in your account to make the transfer; or, if the home banking equipment or software was not working properly and you knew about the maintenance period when you started the transfer; If circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken.

We shall not be responsible for any other loss, damage, or injury whether caused by the equipment, software, and/or home banking service, nor shall we be responsible for any direct, indirect, special, or consequential damages arising in any way out of the installation, use, or maintenance of your equipment, software, and/or service, except where the law requires a different standard. We do not make any warranties of fitness for a particular purpose or warranties of merchantability.