



## **Online Banking - Mobile Banking Agreement**

This Online Banking and Mobile Banking Agreement and Disclosure ("Agreement") provides information about and states the terms and conditions for the Michigan First Online Banking, Michigan First Mobile Banking and Voice Assist Banking services. This Agreement shall be an addendum to the existing Electronic Funds Transfer Agreement that you received upon opening your account with Michigan First Credit Union, which you may access at [www.michiganfirst.com](http://www.michiganfirst.com).

As used in this Agreement the terms "you" and "your" refer to each member. The terms "we," "our," "us," "Credit Union" or "MICHIGAN FIRST" refer to Michigan First Credit Union. All references to time of day in this Agreement refer to Eastern Standard/Daylight Time, as observed in Lathrup Village, Michigan.

This Agreement is in addition to other agreements between you and us, and our third party providers, including your Membership/Account Agreement and any other agreements with us, as well as any disclosures provided to you. The terms of those other agreements and documents shall remain in affect notwithstanding any provision in this Agreement to the contrary. In the event of a conflict between this Agreement and any of the other referenced documents, this Agreement shall control. By enrolling in Online Banking and/or Michigan First Mobile, you agree to all terms and conditions contained in this Agreement.

We may offer additional electronic services and features from time to time. Any added services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new service or feature is added and/or at the time of enrollment for the feature or service, if applicable.

If you would like a paper copy of this Agreement sent to you, please contact our Member Service Department at 800.664.3828. In the event you experience a problem with an identification number or password, or believe information regarding your accounts or access to your accounts has been lost, stolen, or in any way compromised, please contact a Member Service Representative at the number indicated above.

### **A. Michigan First OnlineBanking**

Michigan First Online Banking is an electronic banking service designed to meet the needs of our members. To be eligible you must be a member in good standing at the Credit Union.

### **B. Michigan FirstMobile**

Michigan First Mobile ("Mobile Banking App" or "Mobile App") is a mobile banking service designed to meet the needs of our members. To be eligible you must be a member in good standing at the Credit Union.

### **C. Michigan First Voice Assist Banking**

Michigan First Voice Assist Banking (Alexa, etc.) is an electronic banking service designed to meet the needs of our members. To be eligible you must be a member in good standing at the Credit Union. Use of Voice Assist Banking is subject to additional Terms and Conditions to which you must agree prior to using the service.

#### **D. Equipment Specifications**

You are responsible for obtaining, installing, maintaining, and operating all computer hardware, software, Internet access, and mobile devices necessary to access Michigan First Online Banking, Michigan First Mobile and Michigan First Voice Assist Banking. You will be notified of system and modem specifications. The Credit Union will not be responsible for any errors or losses resulting from the malfunction of your hardware, software, mobile devices, or any Internet or mobile Service Provider, or for your failure to utilize hardware or other equipment that fails to meet the stated system and modem specifications, as may be amended from time to time.

#### **E. Access to System**

You hereby agree to use the methods we require for you to utilize to access the systems. These methods we require may be used with other identifying information to identify and verify you and anyone you have authorized to access the systems. You agree that the Credit Union is authorized to act and may act on instructions we receive under the agreed upon identification and verification method. You accept total responsibility for your account, member number, personal identification number (PIN) and any other code, password, or other means of identification we may provide to you and agree to keep them confidential and secure, and to follow all provisions of this Agreement related to security. If you are a consumer, you agree not to disclose your PIN to anyone else without our prior written approval. If you are a business, you agree to instruct each person to whom you give your PIN that he or she is not to disclose it to any unauthorized person. You further agree to immediately notify the Credit Union and select a new PIN if you believe your PIN may have become known to an unauthorized person. We may suspend or cancel your PIN even without receiving such a notice from you if we suspect your PIN is being used in an unauthorized or fraudulent manner.

**NOTICE: ANYONE WHO HAS REMOTE ACCOUNT ACCESS INFORMATION TO YOUR ACCOUNT WILL HAVE ACCESS TO ALL SUBACCOUNTS REGARDLESS OF THE OWNERSHIP OF THE SUBACCOUNTS.**

Once enrolled you will have access to Michigan First Online Banking and/or Michigan First Mobile and/or Michigan First Voice Assist Banking 24 hours a day, 7 days a week, unless an emergency exists or scheduled system maintenance is being performed. In the event the system will not be available for any extended period of time, a notice will be posted on our website informing you of such unavailability. The Credit Union reserves the right and you agree that the Credit Union may limit, suspend, or terminate your access to Michigan First Online Banking and/or Michigan First Mobile and/or Michigan First Voice Assist Banking at any time for any reason.

#### **F. Services**

You may use Michigan First Online Banking to do the following: - View up-to-the minute account information and transaction history on your accounts, loans, and credit cards - Transfer funds between your shares at Michigan First and between your Michigan First accounts and your other accounts at other financial institutions - Make Michigan First Credit Union loan and credit card payments – Pay bills online - Obtain a cash advance from your line-of-credit - Print FREE check copies from your checking account - Access your electronic statements and notices – Import account transactions from other financial institutions - Export account transactions into personal finance management software – View your MoneyPerks Points – set up email and text alerts – Communicate with the Member Services area via e-mail and chat services – Request stop payments on checks – Re-order checks – Withdraw funds via Official Check - Verify which checks have cleared –

Deposit checks remotely with the use of your scanner – Track income and expenses in multiple accounts – View reports on your spending habits and budgeting.

You may use Michigan First Mobile to do the following - View up-to-the minute account information and transaction history on your accounts, loans, and credit cards – View your account balance from your login screen-Transfer funds between your shares at Michigan First and between your Michigan First accounts and your other accounts at other financial institutions - Make Michigan First Credit Union loan payments - Pay bills -- Access your electronic statements and notices - Track income and expenses in multiple accounts – View reports on your spending habits and budgeting.

You may use Michigan First Voice Assist Banking to do the following – review up-to-the minute account and transaction history on your accounts, loans and credit cards – Review your account balance - Transfer funds between your shares at Michigan First Credit Union – Make Michigan First Credit Union loan payments.

## **G. Online Bill Payments and Presentment Service**

Michigan First Online Bill Payment Service, Bill Pay, is offered to eligible members in connection with Michigan First Online Banking and Michigan First Mobile. By using Michigan First Online Banking and Michigan First Mobile's Bill Pay offered herein, you agree to abide by the terms and conditions set forth in this Agreement, the MICHIGAN FIRST Membership/Account Agreement referenced above, and any further instructions provided to you by the Credit Union or the Online Bill Pay processor regarding processing of payments.

Bill Pay is an electronic online bill payment service offered as an extra convenience to members in good standing at the Credit Union. You may access Bill Pay using a personal computer (PC) with an Internet connection, or a mobile device with internet access. Bill Pay can be accessed through both Michigan First Online Banking and Michigan First Mobile.

You may use Bill Pay virtually any time, day or night, 7 days a week. However, the service may be temporarily unavailable due to record updating or technical difficulties. In addition, access to Bill Pay is made available pursuant to an agreement by and between the Credit Union and Profitstars, a third party service provider. Any interruption of service or access caused by our third party service provider will also prevent your use of the service. To utilize the services, you will need to satisfy the system's security procedures.

### **Member Services**

Member Services can be reached 24 hours a day online or by calling 855.621.4782.

### **Designation of Primary Checking Account**

In order to use Bill Pay, you must have a Checking Account with the Credit Union. The Checking Account must be designated as your "primary" account ("Primary Checking Account") and will be treated as your Primary Checking Account for transactions accomplished through Bill Pay.

### **Online Bill Payments**

#### ***1) Account Designation and Payees***

Bill Payments you make through Bill Pay will be deducted from your Primary Checking Account. You may utilize Bill Pay to make bill payments to an unlimited number of payees. Any payee you wish to pay through Bill Pay must be located in the United States and payable in U. S. dollars. Each payee must appear on the payee list you create through Michigan First Online Banking or Michigan First Mobile. Once payees have been created, payments can be initiated through Michigan First Online Banking or Michigan First Mobile, and the account you are paying with must be in your name. The Credit Union reserves the right to refuse to pay a payee (even if not listed above) for security or any other reason. If a payment is refused, the Credit Union will promptly notify you.

## 2) *Processing*

Funds will be taken out of your Primary Checking Account on the date referred to as the "Process Date" in order to pay the bill on the delivery date you have requested. For those payees whom can accept Bill Payments electronically, the payment will be sent within three business days of the requested "delivery date." However, some payees are not set up to accept electronic payments. In these cases, a check will be sent on the "send on" date, which may be as many as five business days prior to the requested "delivery date" in order to process and deliver the payment to the payee by that requested date.

You must initiate a payment in advance of the "delivery date" (3 or 5 business days, as indicated) for Bill Pay to process and deliver your requested payment by the "delivery date" so that the funds can be delivered to the payee on the payment due date, or for mortgage payments, on or before the due date (the due date shown on your invoice or provided in your agreement with the payee, not taking into account any grace period provided by the payee.) If you do not allow sufficient time, you will assume full responsibility and shall be liable for all late fees, finance charges, or other actions taken by the payee.

The Credit Union is responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated payee. IN NO EVENT SHALL MICHIGAN FIRST BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND OR THE SERVICE. We will use our best efforts to make all of your payments properly. However you agree that we shall not be liable for untimely or failed bill payments as the result of your failure to maintain sufficient funds to complete the transaction, your failure to allow sufficient time between the "delivery date" selected and the day the payment is initiated, your failure to provide us with accurate payee and billing information, Online Banking and/or Bill Pay service downtime, payee mishandling or delay of a payment sent by Bill Pay, delays in mail delivery, changes of merchant address or account number, or other circumstances beyond our control that prevent completion of the transaction even though we have taken reasonable steps to avoid those circumstances. In the event we cause an incorrect amount of funds to be removed from your account or direct funds to a payee that do not comply with your instructions, we will return the improperly transferred funds to your account and/or transfer funds to the appropriate payee. In the case that you do notice an error or have any questions in regards to Bill Pay, please contact 855.621.4782.

This online/mobile service will confirm a today transaction only if you have sufficient funds in your checking account or overdraft line to cover it. Future-dated transactions are stored by the system, but funds are not debited from your account until the "Process Date" as determined by the "delivery date" you have requested the payee to receive the payment. You will be notified if a payment fails.

### **Authorization to Charge Accounts**

You authorize the Credit Union to charge your Primary Checking Account for any transactions accomplished through the use of Online Bill Pay, including the amount of any bill payment that you make, and any charges for the service. In adding a payee or maintaining a payee list, even if no payments are scheduled, you are electing to use the full Bill Payment service and therefore you authorize the Credit Union to process online bill payments and to transfer funds according to the instructions we receive if the instructions are received from you through Bill Pay. You authorize the Credit Union and/or our third party service provider to initiate any reversing entry or reversing file, and to debit your accounts at the Credit Union or

elsewhere, in order to correct any mistaken credit entry. If a Bill Pay request describes the beneficiary inconsistently by name and account number, execution of the request will occur on the basis of the account number, even if it identifies a payee different from the named beneficiary. Your obligation to pay the amount of the online bill payment to the Credit Union is not excused in such circumstances. In addition, you agree to be liable for any and all losses associated with failure to comply with this Agreement and you authorize the Credit Union to deduct such amount, including attorney's fees, from your account for any actions needed to collect such amounts.

### **Limitations on Services**

- 1) Dollar Amounts. There is a dollar limit of \$ 9,999.99 (or the available balance in your Primary Checking Account, whichever is less) on any payment.*
- 2) Frequency. An unlimited number of online bill payments can be made each month.*
- 3) Available Funds Required. All online bill payments initiated through Online Bill Pay are subject to there being sufficient funds available in your Primary Checking Account to cover the transfer on the Scheduled Initiation Date or earlier as outlined in this Agreement.*

### **Documentation and Verification of Payments and Transfers**

#### *1) Confirmation Numbers*

Upon completion of a transaction using Online Bill Pay, a confirmation number will be given. You should record this number, along with the payee, scheduled date and transaction amount in your checkbook register (or other permanent record,) because this will help in resolving any problems that may occur. You can also print the page/screen that contains the number, and/or view the information in your account history. No printed receipts are issued through BillPay.

#### *2) Periodic Statements*

Information concerning Bill Pay transactions will be shown on your normal monthly statement for the account from which payments are made.

### **Canceling or Modifying Online Bill Pay Authorized Payments Right**

#### **to Cancel Payment**

In order to cancel or modify a Bill Pay transaction designated you must use Bill Pay or Michigan First Mobile and follow the instructions provided to you. If your transaction is scheduled for a date in the future, you must cancel the payment Bill Pay before 2:00 p.m. Eastern Standard Time (as observed in Lathrup Village, Michigan) of the day before the Scheduled Initiation Date.

Payments processed electronically cannot be stopped after your account has been debited. However, if necessary, you may request a stop payment order be placed on paper checks issued for online bill payments. The Credit Union will only accept a verbal or written notice to stop a Bill Pay non-electronic payment if the notice is received by us in time to act on the order and includes sufficient information for us to identify the payment (i.e. your Credit Union account number, transaction date, dollar amount, payee, etc.). You understand that

the exact information is necessary to properly stop the payment. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment.

## **Cancellation and Reactivation of Service**

### ***1) Cancellation by Account Owner***

Bill Pay can be cancelled at any time by any owner of the Primary Checking Account by calling our Member Service Department at 800.664.3828, or by writing to 27000 Evergreen Road, Lathrup Village, MI 48076. Previously paid service fees will not be reimbursed.

### ***1) Cancellation by Credit Union***

The Credit Union can terminate your Bill Pay privileges without notice if you do not pay any fee required in this Agreement when due or if you are using Bill Pay in a manner inconsistent with the terms of this Agreement. The Credit Union also reserves the right to cancel your Bill Pay access if you have not logged in to the service within a 90-day period.

### ***2) Reactivation***

Reactivation may be made possible by contacting the Member Service Department at 800.664.3828. The Credit Union reserves the right to charge a reactivation fee based on the current charge assessed by our third party service provider. You may also be required to qualify for the service, which we may deny.

## **Service Fees**

There is no activation fee or monthly service fee charged to sign up for Bill Pay. Occasionally you may require a copy of a check. These may be obtained fee free by calling Bill Pay Member Service at 855.621.4782.

## **Applicable To All Fees and Charges**

The Credit Union reserves the right to charge or change the amount of service fees at any time. We will mail or deliver a written notice to you at least 30 days before the effective date of any change in fee amounts.

If you do not have sufficient funds in your account on the date the fee or charge is payable, you authorize the Credit Union to automatically deduct the charge from your account as soon as funds are available or from any other account you own at the Credit Union.

## **Log-In and Security Procedures**

You represent that you have considered the security procedures of Bill Pay and find that the security procedures are commercially reasonable for verifying that an online bill payment, is in fact, yours. In reaching this determination, you have considered the size, type and frequency of bill payments that you anticipate issuing to the Credit Union. If, in your judgment, the security procedures are not commercially reasonable, or if the size, type and frequency of your transfers change, and the result is that the security procedures cease to be commercially reasonable, you must inform us within 30 days.

## **H. Remote Deposit**

### **Description of**



## **Service**

Our Mobile App enables you to use our remote deposit feature and a mobile device approved by us to (i) create electronic images of the front and back of checks and (ii) transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition ("MICR") line, to us for review and processing in accordance with this Agreement. "Electronic Item" means the electronic image of each check and other information captured from the check. Remote deposit requires taking pictures of both the front and back of the check(s) using our Mobile App and submitting the images electronically for processing. Checks must also be properly endorsed as described below.

## **Endorsements and Safekeeping**

You agree to endorse any item transmitted and to send a picture of the front and back of the item presented for payment. Endorsements should include the following written in the endorsement area on the back of the check:

1. The signature of each payee listed on the front of the check.

Failure to properly endorse items could result in the item(s) being rejected for deposit.

You agree that after depositing the item, you will store the original check in a safe and secure place and produce it at our request at any time within six (6) months of the date of deposit. Do not mail the item to the Credit Union unless we request it and do not attempt to deposit the check in another manner. You must safe keep the original item for six (6) months; we recommend safe keeping items for a year before destroying them. You agree that if you cannot provide the original item to us during this six-month period after we request it and we suffer a loss or expense as a result, you will reimburse us for the amount of the loss or expense.

## **Image Quality**

The image of an item transmitted to us using the remote deposit feature must be legible and contain images of the front and back of the check being deposited. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the check image: the amount of the check (both written and numeric); the payee; the signature of the drawer (maker); the date; the check number; the information identifying the drawer and the paying financial institution that is preprinted on the check including the MICR line; and all 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).

## **Deposit Conditions and Limitations**

Your deposit limit is approved based on your relationship with the Credit Union; we will inform you of your deposit limit. In no event will the deposit limit exceed the following within any 24-hour period:

- \$2,500.00 max amount of a single check
- \$2,500.00 max aggregate deposit

You may experience technical or other difficulties while using remote deposit. While the Credit Union strives to ensure this does not happen, we cannot and do not assume any responsibility for technical or other difficulties or any resulting damages that may occur. Some features of Remote Deposit may have qualification requirements, and we reserve the right to change them at our discretion at any time without prior notice. We further reserve the right to change, suspend or discontinue Remote Deposit, in whole or part, or your use of Remote Deposit immediately and at any time without prior notice.

You agree that you will not use remote deposit to scan and deposit any checks or other ineligible items. The following items are ineligible items:

1. Checks or items payable to any person or entity other than an owner (primary or joint) of the account,
2. Any third party checks, i.e., any item that is made payable to another party and then endorsed over to you by such party,
3. Checks or items drawn on an account and being deposited to the same account,
4. Checks or items containing obvious alteration to any of the fields on the front of the item,
5. Checks or items drawn on a financial institution located outside of the United States of America,
6. Checks or items not payable in US Currency,
7. Photocopies of checks,
8. Money orders,
9. Savings bonds,
10. Checks purporting to be a lottery or prize winning
11. Convenience checks drawn against a line of credit,
12. Checks previously submitted for deposit unless we rejected the deposit and you are presenting the original item at our request,
13. Checks or items prohibited by our current procedures (call us if you have any questions), or
14. Cash

Use of remote deposit for these ineligible items may result in the suspension or termination of your use of remote deposit.

If an item deposited through remote deposit is dishonored, rejected or otherwise returned unpaid by the drawee bank, or is rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check.

In the event you are unable to capture, balance, process, produce or transmit a check to us, or otherwise comply with the terms or the procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the original of the check to us. The deposit of original checks at one of our branch locations shall be governed by the terms and conditions of the Membership and Account Agreement.

You agree to follow this and any other procedures and instructions we issue for use of remote deposit.

### **Receipt of Items**

After we receive your transmission, we will review each electronic item. For each electronic item we determine is eligible for processing as described below, we will: (1) create a



substitute check that we will present directly or indirectly to the bank (a) on which the original check to which the electronic item relates is drawn, or (b) at or through which the check is payable (2) include the electronic item in an electronic file for presentment directly or indirectly to drawee bank; or (3) present or post any electronic item for which we are the drawee bank. We reserve the right to reject any item transmitted through remote deposit, at our discretion, without liability to you. We are not responsible for items we do not receive or for check images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean the transmission was error free or complete. Processing and/or transmission errors can occur after we acknowledge receipt that may impact transaction completion. You should review the deposit history to confirm status of the deposit. No additional notice will be sent if for any reason the deposit was rejected.

### **Availability of Funds**

Deposits made on a business day by 11:59 p.m. EST/EDT as observed in Lathrup Village, Michigan will be treated as received on that date; otherwise they will be treated as received on our next business day. Deposits made using remote deposit will be provisionally credited with the funds generally available to you on the third business day, unless a longer hold is applied in accordance with our funds availability policy.

You agree that we will not be liable for any damages incurred by you or any third party arising from or related to the use of remote deposit or the inability to use remote deposit.

### **Fees**

Currently we do not charge any fees unique to this Agreement although the fee provisions of related agreements and disclosures also apply to this Agreement as applicable. We reserve the right to impose and change fees at our discretion, but we will provide you with at least 30 days' advance notice in the manner required by law before we institute or change any fees.

### **Security**

Mobile devices using our Mobile App will utilize the following security features:

- 128-bit encryption masks your sensitive information
- Password is required each time you login
- Biometric recognition if your mobile device supports this feature and you have enabled it
- Multifactor authentication if application is used on an unrecognized device, password and user id resets

You must maintain security of your mobile device, including considering using passwords to access your device. Be aware that downloading applications of unknown or suspect origin could compromise your online banking credentials. Malware is a serious issue, and malware infections can also occur when a user attempts to unlock or hack your device. Take caution using your device at all times. If you believe your mobile device or login password has been compromised or that someone has transferred money from your account without your permission, or may be about to do so, call Member Service Department by telephone at 800.664.3828.

## **I. Credit and Debit Card Controls**

Michigan First Credit and Debit Card Controls ("Card Controls") are offered to eligible members in connection with our Michigan First Mobile Banking App. By using Michigan First Mobile's Card Controls offered herein, you agree to abide by the terms and conditions set forth in this Agreement, the MICHIGAN FIRST Membership/Account Agreement referenced above, and any further instructions provided to you by the Credit Union or the Card Controls processor regarding processing of Card Controls.

### **Description of Service**

The Mobile Banking App can be used to define controls for usage of your debit and credit cards. You can set preferences for Alerts to be received on your mobile device when transactions using the cards you have enrolled in the Mobile Banking App are made or attempted. You can control when and where your enrolled cards can be used as well as view and act on instant Alerts when transactions using your enrolled cards are processed, perform card management functions such as turning your cards on/off, and perform basic mobile banking functions such as viewing transactions.

### **Your Agreements When You Install or Use the Mobile App**

In addition to your other agreements herein and any separate agreements between you and us concerning your debit and credit cards:

1. You represent and warrant that a) you are of sufficient legal age to install and use the Mobile App and to create binding legal obligations for any liability you incur as a result of installing and using the Mobile App, b) except as otherwise provided by applicable law, you understand that you are financially responsible for all uses of the Mobile App by you and those who are authorized by you to use the data and information you provide to them to enable them to use the Mobile App including, without limitation, your password, verification information, and account information, c) you are responsible for any fees and charges assessed by us for use of the Mobile App or those associated with your debit and credit cards, and c) you will only install and use the Mobile App for yourself and not for any other person.
2. You agree that all of the information you provide in the enrollment process and at all other times is accurate, current, complete and true.
3. You are responsible for maintaining the accuracy and confidentiality of all information you provide when enrolling cards into the Mobile App and using the Mobile App including, without limitation, your password, verification information and card information and all transactions and other activities that occur using the Mobile App whether supplied to you by us or provided by you during the registration process.
4. You may not, and you agree not to, transfer or assign your use of, or access to the Mobile App to any third party.
5. You authorize us to provide access to your enrolled accounts through the Mobile App.
6. You are responsible for any and all charges, including, but not limited to, fees otherwise applicable to your account(s) charged by us.
7. The Mobile App is provided for your convenience and any information about your accounts that you receive when using the Mobile App, including without limitation, confirmation of transactions, does not replace your periodic account statement(s), which is the official record of your accounts.
8. You agree to indemnify, defend, and hold us and our third party licensors and our and their respective directors, officers, employees and agents, harmless from and against any and all claims, liability, damages, costs and expenses, including reasonable attorney's fees, penalties and fines that result from or arise out of (i)

your violation of this Agreement or your unauthorized or misuse of the Mobile App; (ii) transactions conducted using the Mobile App; (iii) failed, delayed, or misdirected delivery of, any information sent using the Mobile App; (iv) any errors in information sent through the Mobile App; (v) any action you may or may not take in reliance on the information provided when using the Mobile App; and (vi) any disclosure of information provided by you including, without limitation, your account information to third parties resulting from your use of the Mobile App. Your obligation under this paragraph shall survive termination of your use of the Mobile App or this Agreement.

### **Alerts Via Push Notifications**

This Agreement also governs the alerts and other information (collectively "Alerts") you receive via push notifications delivered through the Mobile App. When you are logged into the Mobile App you will receive a message asking if you want to allow push notifications by pressing "yes" or "no". If you press "yes" for push notifications you have enabled the sending of Alerts depending on the preferences you set in the Mobile App for your accounts. For example, you can set preferences to receive the Alerts via push notifications for information relating to locations where your card is being used; international authorizations; transaction and merchant type; amounts charged to your card; changes to controls or usage for a shared card; and changes to cardholder information. Instructions and specific information regarding how to set your preferences and Alerts available can be found within the Mobile App itself. The Alerts are subject to the terms and conditions of your Internet service provider or wireless provider. Alerts may not be encrypted. Alerts can be delivered whether or not you are logged into the Mobile App and whether or not your device is locked or in sleep mode. They may include your name and account information. We cannot guarantee timing or receipt of the Alert, as this may be affected by forces outside of our control. In the event that an Alert is delayed, or not received, we are not responsible for any related impacts. We will not charge a fee for sending Alerts but your wireless provider or internet service provider might charge a fee depending on your plan. If you do not wish for others to see your Alerts, you should establish a passcode lock on your device, lock it when not in use, and guard the screen on your device when it is unlocked. We may terminate the alerting service at any time. To manage Alerts including to change or turn off Alerts, you can log into the Mobile App and turn off "Notifications" within the Mobile App or contact our Member Services and they will walk you through how to turn off Alerts on your mobile device. We will never send an Alert that asks you to supply any sensitive personal or financial information such as your social security number or your account number. If you receive such requests, do not respond and contact us immediately.

### **Technical Data**

By using the Mobile App, you acknowledge and accept that we and our Third Party Licensors may collect and use technical data and related information including, but not limited to, technical information about your mobile device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Mobile App. You understand that full use of Mobile App requires you to have a card account with us and that personally identifiable information may be collected by us and our third party licensors in conjunction with your transactions, consistent with federal law and our privacy policy.

### **Third Party Services**

The Mobile App may enable access to third party services and web sites, including GPS locator websites such as Google, that allow you to find a branch. Use of the third party services may require Internet access and that you accept additional terms of service.

To the extent the Mobile App allows you to access third party services, we and our respective

third party licensors reserve the right to change, suspend, remove, or disable access to any part of the services or all of the services at any time without notice to you. In no event

will we or our third party licensors be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability to you.

You understand that we may offer to integrate our own and/or our third party licensor's and/or with third party services for your convenience. Further, you understand that we are not affiliated with, do not endorse, and are not responsible for these third-party services. We are not responsible for the contents of, updates to, or privacy practices of these third parties, which may differ from ours. The personal data you may choose to give to us by means of installing the Mobile App on your mobile device and enrolling your accounts to use the Mobile App shall be governed by our privacy policies.

#### **J. Periodic Statements**

You will not receive a separate statement regarding transactions you complete via Michigan First Online Banking and/or Michigan First Mobile. All transactions will appear on the periodic statement for the account(s) that have been accessed and transactions performed via Michigan First Online Banking and/or Michigan First Mobile. You may also view account activity on the appropriate Michigan First Online Banking and Michigan First Mobile screens. It is your responsibility to promptly examine each periodic statement carefully and reconcile the account. If there are any discrepancies, errors or other items that you have questions about, you should notify us immediately. Except as expressly provided for elsewhere or by applicable law, you have the responsibility for any fraud loss if you fail to exercise reasonable care in examining the statement and account information or fail to report discrepancies, errors, forgeries, alterations or other items that you question to the Credit Union within 60 days of the information being made available to you for your review or the date of the periodic statement containing such items, whichever is later.

#### **K. Security**

If you are approved to use Michigan First Online Banking and/or Michigan First Mobile, you agree to access the service in accordance with all security procedures as implemented by the Credit Union from time to time, in its sole discretion. The security procedures and all passwords, user IDs or other information used to identify you or any authorized user is confidential and should not be disclosed to third parties. You are responsible for the safekeeping of this information. You agree not to disclose or otherwise make this information available to anyone not authorized to sign on your accounts. The Credit Union reserves the right to change or alter security procedures as deemed appropriate.

You understand the importance of your role in preventing misuse of your accounts through Michigan First Online Banking and/or Michigan First Mobile and you agree to promptly review your statement for each of your accounts as soon as you receive it. You agree to protect the confidentiality of your account, member number, personal identification number (PIN) and any other code, password, or other means of identification we may provide to you. These means of identification are intended to provide security against unauthorized entry or access to Michigan First Online Banking and Michigan First Mobile or your accounts.

All data transferred to and from Michigan First Online Banking and Michigan First Mobile utilizes encryption technology consistent with industry standards to reasonably protect the security of data transferred and identification technology to verify that the sender and receiver of Michigan First Online Banking and Michigan First Mobile transmissions can be appropriately identified by each other. Except as otherwise required by law, you understand and agree that MICHIGAN FIRST will not be liable for a breach of security in connection with

the services offered in this Agreement. We cannot and do not warrant or represent that all data transfers utilizing Michigan First Online Banking and Michigan First Mobile or email transmitted to or by us, will not be monitored, intercepted, or read by others.

It is your sole responsibility to assure that your identification numbers, passwords or PINs are not revealed or otherwise made available to persons not authorized to access your accounts. Except as otherwise provided by law, you agree to assume all liability for disclosure of your identification numbers, passwords or PINs to any person(s) or entities, and to assume all responsibility for transactions or other account activity performed by person(s) or entities other than yourself who have obtained your identification numbers and password.

You also agree to immediately notify our Member Service Department by telephone at 800.664.3828, outside the local area, of any unauthorized use of your password, any access or attempted access, transaction or attempted transaction, other account activity or attempted account activity, or any other breach of security.

By activating the services provided for under this Agreement or accessing your accounts via Michigan First Online Banking and/or Michigan First Mobile you represent and agree that you have considered the security procedures contained herein and find that they are commercially reasonable for verifying that a transfer or other communication purporting to have been made by you is in fact yours. In reaching this conclusion you have considered the size, type, and frequency of transfers or other communications that you anticipate issuing through Michigan First Online Banking and/or Michigan First Mobile. If in your judgment these security procedures are not commercially reasonable or circumstances change so that you believe the procedures are no longer commercially reasonable, you must notify us within thirty (30) days.

#### **L. Fees and Charges**

You agree to pay all fees and charges for use of Michigan First Online Banking and/or Michigan First Mobile as listed in the current fee schedule and you authorize MICHIGAN FIRST to periodically deduct such fees from your primary checking account or, if sufficient funds are not available, from any other of your accounts. These fees shall be in addition to any regular transaction fees that may be in effect for accounts you access via Michigan First Online Banking and/or Michigan First Mobile. Under no circumstances will we be responsible for telephone fees, wireless carrier fees or Internet Service Provider fees you incur to access Michigan First Online Banking and/or Michigan First Mobile. In addition, fees may be assessed for added features available through Bill Pay, such as rush payment fees and gift check fees. An NSF fee, returned item, overdraft or similar fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled.

By registering a mobile phone number with us, you are certifying that you are the account holder for the mobile phone account or have the account holder's permission to register the number. **Message and data rates may apply.**

#### **M. Warranty Disclaimer**

Michigan First Online Banking and Michigan First Mobile are provided on an ASIS basis. WE MAKE NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR MICHIGAN FIRST ONLINE BANKING OR MICHIGAN FIRST MOBILE. WE DO NOT WARRANT THAT MICHIGAN FIRST ONLINE BANKING OR MICHIGAN FIRST MOBILE WILL OPERATE WITHOUT ERRORS OR THAT IT WILL BE AVAILABLE FOR USE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. THIS WARRANTY DISCLAIMER EXTENDS TO ANY SERVICE OF MICHIGAN FIRST ONLINE BANKING OR MICHIGAN FIRST MOBILE WHICH INCLUDES, BUT IS NOT LIMITED TO, THE SERVICES LISTED HEREIN IN SECTION D.

#### **N. Limitation of Damages**

You hereby agree that our officers, directors, employees, contractors, or agents are not liable for any direct, indirect, special, incidental, exemplary, or consequential damages including lost profits, income, revenue or data whether in an action based in contract, tort, or warranty caused by the Credit Union, Michigan First Online Banking and Michigan First Mobile or the use thereof, or arising out of the installation, use, or maintenance of any products or services subject to this Agreement. Except as specifically set forth in this Agreement you agree that our entire liability and your exclusive remedy shall be amounts paid by you equal to one month of services provided through the Services. The Credit Union shall in no event be liable for any direct, indirect, special, incidental, exemplary, or consequential damages including lost profits, revenue or data whether in an action based in contract, tort, or warranty caused by the Credit Union, the Services, or the use thereof, or arising out of the installation, use, or maintenance of any products or services subject to this Agreement.

#### **O. Contact with the Credit Union**

You may contact us for any reason related to this agreement by calling our Member Service Department at 800.664.3828 or in writing at Michigan First Credit Union, 27000 Evergreen Road, Lathrup Village, Michigan 48076 or via e-mail at help@michiganfirst.com. You agree to immediately notify us of any change in either your e-mail address or mailing address.

#### **P. Privacy**

During the course of performance of this Agreement the Credit Union may obtain and collect non-public personal information about you and your authorized users. Such information may be obtained through information you provide on applications for services, via e-mails, or in response to surveys we may present to you. The collection of this information is for the sole and exclusive purpose of tailoring the product and service offerings of Michigan First Online Banking and Michigan First Mobile to your particular interests and respond to your questions. Under no circumstances will such information ever be disclosed to any non-affiliated third party for any purpose, except as may otherwise be authorized or required by law. We refer you to the Michigan First Credit Union Privacy Notice for further information regarding our privacy policies and procedures.

#### **Q. Termination**

We may terminate your participation Online Banking and/or Michigan First Mobile at any time. We will try to notify you in advance, but we are not obligated to do so.

#### **R. Electronic Funds Transfer Disclosure**

The following information supplements the information contained in the Electronic Funds Transfer Agreement provided to you in connection with the Electronic Funds Transfer Act.

Types of Transfers You May Make: You may make the following types of electronic funds transfers using the Bill Payment Services:

- Make recurring payments from your checking account
- Make nonrecurring payments from your checking account
- Make transfers from your checking account to another financial institution

Limitations on transactions: The following are limitations to the use of the Bill Payment Service:

- Bill payments can only be made from your checking account
- If your designated bill payment account is closed all scheduled payments will be stopped



- You cannot stop a payment if the payment has already been processed
- You can schedule payments 24 hours a day, seven (7) days a week, however, payments scheduled for delivery on a Saturday, Sunday, or on a holiday will be processed early so that the delivery date is just prior to the weekend or holiday.
- There is a maximum dollar amount of \$20,000.00. There are no limitations on the frequency of transfers.

We may decline to accept any proposed payee at our sole discretion; if we choose to do so you will be notified. This is most likely to occur if we have had or are currently having any problems with the payee.

Fees. You may be assessed fees for the above-described electronic funds transfers. Please refer to the fee schedule you received upon opening your account with Michigan First Credit Union, or the most recent version thereof. An additional online fee may be assessed to your account.

## **P. Electronic Statements and Notices Disclosure**

This is a disclosure required by the Federal Electronic Signatures in Global and National Commerce Act (E-Signature Act) in order for us to provide you with disclosures and make agreements with you on-line.

By Accepting this agreement you agree (if you are an authorized user for a business or other entity, you agree on behalf of the business or other entity) to the following terms and conditions:

- You consent to the acceptance of notices, periodic statements, and disclosures by means of electronic delivery.
- You understand and agree that you have a right to receive any required notices, periodic statements, and disclosures in paper form.
- You understand that you have the right to withdraw your consent, in which cases you will no longer receive electronic communications and the credit union will communicate with you thereafter in paper form. You further understand and agree that in order to withdraw such consent you must provide Michigan First Credit Union with notice in writing at 27000 Evergreen Road, Lathrup Village, Michigan 48076 or via e-mail at help@michiganfirst.com or change your elections from within the Online Banking and/or Mobile Banking App.
- Once you have provided your consent to receive notices, periodic statements, and disclosures electronically, you can still obtain paper copies of them by requesting such copies in writing or via e-mail as described above. You agree to pay a fee for paper copies of such documents; refer to the Fee Schedule for a list of fees.
- You agree to notify Michigan First Credit Union immediately of any change in your e-mail address by updating your profile information via Michigan First Online Banking or Michigan First Mobile Banking, by email as described above or in writing.
- You agree that by accepting this agreement, you have consented to the provisions of this disclosure.

In the future, should the credit union, by law or regulation, be permitted to deliver any additional notices or disclosures to which I am entitled besides those specifically listed herein, I hereby agree to receive such notices or disclosures in electronic format sent to my last-known e-mail address.

I understand and agree that I remain solely responsible to inform the credit union of all mailing address and e-mail address changes. My failure to maintain current address information in my credit union account records does not relieve me of any responsibilities that I have under this disclosure or any separate agreements.

## **Q. Miscellaneous Terms**

In addition to this Agreement and your Electronic Funds Transfer Agreement, you agree to

comply with and be bound by all terms and conditions of all applicable account agreements with Credit Union, and with all applicable law and regulations. We refer you to your Membership/Account Agreement and disclosures that you received when you opened your account with us or that we later provided to you (use the most current version) for additional terms and conditions and other disclosures that apply to your account.

We shall not be deemed to have waived any of our rights or remedies hereunder or under your Membership/Account Agreement unless such waiver is in writing and signed by an authorized representative of the Credit Union. No delay or omission on our part in exercising any rights under this Agreement or any account agreement you have with us shall operate as a waiver of such rights or remedies.

You represent that you have read and accepted the E-Signature Disclosure/Agreement, which allows us to provide you with statements, notices, other disclosures, as well as agreement and other documents requiring your signature electronically, and agree to comply with the E-Signature Disclosure and Agreement terms.

We may make amendments to this Agreement and any related fees or charges by sending you a notice via e-mail or regular mail sent to the address as it appears in our records. Unless otherwise required by law, we will provide you notice of such changes in a manner we deem reasonable. Any use of Michigan First Online Banking and/or Michigan First Mobile after we send you a notice of change shall constitute your acceptance of such change in terms of this Agreement or EFT Disclosure.

Sections headings are for convenient reference only and shall not affect the meaning or have any bearing on the interpretation of any provision of this Agreement. If any provision of this Agreement is held to invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby.

This Agreement and the EFT Disclosure constitutes the entire Agreement between you and the Credit Union on this subject and supersedes all other proposals either oral or written between you and the Credit Union on this subject.

This Agreement shall be binding upon the successors and assigns of both parties. Obligations of both parties with respect to confidential or private information and data pursuant to this Agreement remain in effect and shall continue and survive cancellation, termination, or expiration of this Agreement.

This Agreement shall be subject to and interpreted under the laws of the State of Michigan.

**R. Your Acceptance**

By agreeing and accepting and accessing your account(s) via Michigan First Online Banking or Michigan First Mobile or Michigan First Voice Assist Banking you represent that you have read, fully understand and accept the terms of this Agreement, including but not limited to your intent that it be an addendum to your Membership/Account Agreement with us.

Revised 10/18/2018