

## Electronic Banking Agreement

### Welcome to Electronic Banking with MECU CREDIT UNION!

This Electronic Banking Agreement ("Agreement") applies to the internet and other electronic banking and related services offered by Municipal Employees Credit Union of Baltimore, Inc. ("MECU" or "MECU Credit Union"). This includes certain disclosures for electronic fund transfers. This Agreement is in addition to other agreements between us, including any other deposit account agreements.

**ELECTRONIC BANKING OVERVIEW:** If you use our electronic banking services, you agree to comply with all the terms and conditions of this Agreement. You should print a copy of this Agreement for your records.

#### 1. DEFINITIONS: The following definitions apply in this Agreement:

- "Account" means your primary share or related deposit accounts at MECU CREDIT UNION or at another financial institution. The term "funding account" means the checking or similar Account for which you are an authorized signer, and from which we may debit or otherwise collect the funds necessary to remit the scheduled payment to the corresponding payee, per your instructions.
- "Business Day" means Monday through Friday, with the exception of Federal Holidays.
- "Cut-Off Time" shall mean the time of day that payments to be processed that day shall be processed, and after which time the earliest possible payment date or withdraw on date and due date or deliver by date shall be calculated from the next Business Day. Cut-off times are subject to change without advance notice.
- "Due Date" or "Deliver by Date" or "Delivery Date" shall mean the Business Day on which you schedule the payment to be delivered to your payee as indicated in the scheduled payment instructions.
- MECU CREDIT UNION Online Money Movement refers to: *Internal Transfers, External Funds Transfers, Person-to-Person and Member-to-Member Transfers*.
- "Member" means any person who uses a deposit account primarily for personal, family, business or household purposes.
- "Merchant" means any business payee you establish within the Bill Pay Service for whom the service provider has established a business relationship expressly for the purpose of remitting payments from the Bill Pay Service.
- "Mobile Banking" refers to the service provided by us which is accessible to authorized members via a mobile device (phone, tablet, or other web-enabled device).
- "Payee" means the individual, business or other entity to which you intend to send a payment through Bill Pay Service and for which you accurately provide and maintain the appropriate or required information such as name, bill remittance / payment delivery address, phone number, account number and account holder name; and to whom you authorize the Financial Institution to remit payments on your behalf through the service. The term "payee list" means your personal list of payees that you maintain within the Bill Pay Service and from which list you may select to schedule payments.
- "Recurring Payment" means a scheduled payment that results in a series of payments delivered to the payee at regular intervals per your instructions, until you cancel it or until the maximum number of payments and/or final payment date that you specified is reached.
- "Scheduled Payment" means the payment instructions you establish within the Bill Pay Service in order to properly direct funds from the funding account you designate to the payee you designate.
- "Services" describes any of our electronic banking services, including: *ATMs, Telephone Teller, Online Banking, Bill Pay, Mobile Banking, Mobile (Remote) Deposit, External Funds Transfer, Person-to-Person* and *Electronic Statement*. One or more services may be referred to as a "service" herein.
- "You" and "your(s)" refers to each person, including any owner or authorized signer of a business, who applies to us to use our electronic banking services, and each person who uses such services with your permission.
- "We," "us," "our(s)," "MECU CREDIT UNION," "Financial Institution," or "Credit Union" refers to Municipal Employees Credit Union of Baltimore, Inc.

#### 2. GENERAL PROVISIONS:

When you use our Services or you permit any other person to use our Services, you agree to the terms and conditions in this Agreement and any instructional material which we provide you regarding the Services and you acknowledge that you received and understand the terms of this Agreement. These General Provisions apply to all Services, except to the extent specifically described in terms below for specific Services. Your Accounts accessed by any of the Services continue to be governed by the following Agreements, documents and disclosures, as they are amended from time to time: (1) Deposit Agreement and Disclosures, (2) Applicable Schedule of Fees. If you have overdraft protection or credit card accounts that are accessed by the Services, each continues to be governed by the applicable agreements you have with MECU CREDIT UNION. If any inconsistency exists between such other documentation and this Agreement, then this Agreement shall control to the extent of the inconsistency if the transaction performed through the Services.

**A. Electronic Signatures:**

Your acceptance of this Agreement also means that we may communicate with you electronically. From time to time we may be required by law to provide you certain written notices or disclosures. These notices and disclosures may be sent electronically and signed through our business partner DocuSign, Inc. Your use of the Services may be made by use of certain numbers, codes, marks, signs, public keys, bio-metric identification, or other means of establishing your identity and acceptance of the electronic communications which are acceptable to us. All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

**B. Restrictions for Transfers from Share Savings and Money Market Accounts:**

Transfers are subject to all withdrawal and transfer limitations as described in the 'Truth-in-Savings' Disclosure.

**C. Service Availability; Suspension of Services:****1. Service Availability**

The Services are generally available 24/7 - 365 days per year, but there is no guarantee that the Services will be available at all times and we will not be liable to you if you are unable to access the Services. From time to time it is necessary to interrupt the Services to perform periodic and other needed system and account maintenance. If any such interruptions occur, a notification message will be displayed. The Services may also be unavailable as a result of events outside of our control.

**2. Suspension of Service**

In the event that we at any time incur a problem with your use of the Services, including failing in attempting to debit any of your Accounts or to collect with respect to any of your funds transfers, we may suspend your use of the Services immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect MECU CREDIT UNION from a loss. In the event of such suspension, in general, you may request reinstatement after 60 days. We reserve the right to deny reinstatement for your use of the Services and/or to change your daily/month transaction limits.

**D. Insufficient Funds to Complete Transfers; Verification of Transfers:**

If your Account does not have sufficient funds to complete a transfer, the transfer may not be completed. If we opt to complete the transfer as an added service to you, you are responsible for any overdrafts and fees created from this transaction. If we do not make a transfer in a timely manner, or if the amount is incorrect based upon your instructions and in accordance with the terms of a particular Service, we will be liable for your proximately caused damages except as indicated by the below exceptions. We will not be liable if:

- Through no fault of ours your Account does not contain enough money to make the transfer.
- The transfer would exceed the balance in the Account or the credit limit on your line of credit, or the line of credit has been closed.
- You have not properly followed the instructions on how to make a transfer provided in connection with a particular Service.
- Your computer, the software, phone lines, or our computer systems were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer.
- Circumstances beyond our control prevented the transfer, despite reasonable precautions that we have taken (such circumstances include telecommunication outages, postal strikes, fires, floods and other natural disasters).
- We have placed a "hold" on funds in your Account or remitted funds to another party with your knowledge, pursuant to reasonable business procedures, or in compliance with legal process such as a garnishment, tax levy, court order, etc.
- We have received incomplete or inaccurate information from you.
- We have a reasonable basis for believing that unauthorized use of your username, password, or Account has occurred or may be occurring.
- You or we have terminated your access or closed your Account.

The date and amount of transfers made through Online Banking or Mobile Banking will be shown on the "Account Detail" page of "Accounts" and will also be shown on your printed statements for the Accounts.

## **E. Disclosure of Account Information:**

We may disclose information to third parties about your Account or use of the Services:

- When necessary for verifying or completing transfers;
- To resolve a problem related to a transfer;
- To verify the existence and status of your Account for a third party such as a merchant;
- If you give us your written (including electronic message) permission; or
- As otherwise permitted or required in our Privacy Principles, Deposit Agreement and Disclosures, or other applicable agreements, or by law or applicable government regulations.

## **F. Charges and Fees:**

Internal Transfers of funds using Online Banking or Mobile Banking are free except for the following. If you have a Share Savings and/or Money Market Savings, the number of transactions that you are allowed during a monthly statement cycle may be limited. Transfers through Online or Mobile Banking are counted, and if you exceed the total number of authorized transactions for those accounts, your account may be charged in accordance with the applicable Account agreement. If a transfer from a deposit account draws funds from a line of credit, or you directly make a transfer from your line of credit, you may be charged a fee for each advance, as stated in your line of credit agreement. All charges (if any) for *Mobile (Remote) Deposit, External Transfer, Person-to-Person, and Bill Pay* are disclosed in MECU CREDIT UNION's Fee Schedule. You are responsible for all transfers that you or an authorized representative make using the Services. You authorize us to debit your designated Accounts for any transactions (and any related fees) performed through the Services.

## **G. Information Authorization:**

By utilizing the Services, you authorize MECU CREDIT UNION to periodically verify your identity by obtaining information about your credit history from a consumer reporting agency. Information obtained will be used only in accordance with the Fair Credit Reporting Act and other applicable laws. We reserve the right to deny your access to any of the Services if we cannot verify your identity or other necessary information. In addition to obtaining a consumer report, our service providers reserve the right to obtain such additional information as we or they deem necessary to ensure that you, or persons to whom you may transfer funds are not using our Services in violation of applicable law, including, but not limited to, laws and regulations designed to prevent "money laundering" or the transfer of funds to or from person or organizations whose accounts are blocked under regulations of the Office of Foreign Assets Control of the United States Treasury Department. From time-to-time, we or our service providers may also verify the identity and ownership of any Accounts added to your electronic banking profile.

## **H. Amendments; New Services; Termination of Services:**

This Agreement may be amended from time to time, and supersedes any verbal conversations, other communications, and previous agreements, if any between you and us. We may amend this Agreement upon notice to you, which you agree may be sent by e-mail or by an announcement conspicuously displayed directly within the Services or on our website. Any notice will be effective no later than ten (10) days after we send or post the notice unless a law or regulation requires a longer notification period, whether or not you have retrieved or viewed the notice by that time. We may, from time to time, introduce new services and features/functions that are part of the Services. We may update this Agreement as needed to notify you of these new features/functions. By using the Services after those new features/functions become available, you agree to be bound by the terms contained in the revised Agreement. In most situations you, as the end user, must agree to accept the new features/functions prior to using. Your acceptance means you are agreeing to be responsible for use of these features/functions. You are responsible for complying with all the terms of this Agreement and with the terms of the agreements governing the Accounts to or from which transfers are made using the Services. We may terminate your use of the Services under this Agreement without notice to you if you fail to pay any fee when due, or if you fail to comply with any provisions of this Agreement or any agreement governing your Accounts, or if any such Account is not maintained in good standing. We also reserve the right to terminate your access to any of the Services for any reason in our sole discretion, without notice and without limitation, except as may be prohibited by applicable law. We may also terminate your use of the Services if we believe that actual or potential unauthorized use of your username, password or account may be occurring. We reserve the right to automatically terminate your Online Banking, Bill Pay, or Mobile Banking service without notice, if there has been no activity for **90 consecutive days**.

## **I. Substitute Checks:**

### **1. Description**

To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks". These checks are similar in size to original checks with slightly reduced image of the front and back of the original check. The front of the substitute check states: "This is a legal copy of your check". You can use it the same way you would use the original check. You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not

apply to original checks or to electronic debits from your Accounts. However, you have rights under other laws with respect to those transactions.

## **2. What are your rights regarding substitute checks?**

In certain cases federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account. For example, in situations where you believe that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check. The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (negative account fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to dividends on the amount of your refund if your Account is a dividend-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other applicable law. We may reverse the refund (including dividends on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.

## **J. Liability; Unauthorized Use; Errors:**

### **1. Liability for Unauthorized Use**

Generally, tell us AT ONCE if you believe your username or password has become known by an unauthorized person, or that someone has transferred money without your permission. Contacting us immediately by telephone (410-752-8313) is the best way of keeping your possible losses to a minimum. You can also write to us: 1 South Street, Baltimore, MD 21202.

If you notify us within 2 Business Days after discovery that your username and/or password have become known by an unauthorized person, your potential maximum loss is \$50.00 if an unauthorized person used your personal codes without your permission to process a transaction. If you fail to notify us within 2 Business Days and we can prove we could have stopped someone from using your username and password without your permission if we had received notification, you could be liable for as much as \$500.00. Additionally, if your statement reveals electronic funds transfers that you did not make or authorize, notify us immediately. If you fail to notify us within 60 days after the statement was mailed to you, you may not recoup any lost funds after the 60 days if we can prove that we could have stopped someone from taking the money if you had notified us within the specified 60 day period. Depending upon the reason for the failure to remit notification, e.g. extended hospital stay, we may extend the disclosed reporting time periods.

### **2. Contact in Event of Unauthorized Use**

If you believe your username or password has become known by an unauthorized person, or that someone has transferred money without your permission, you are to notify us immediately at: 410-752 8313. You can also email us by using the secure message function under the Member Services tab within Online Banking or write to us: 1 South Street, Baltimore, MD 21202.

### **3. Errors or Questions**

In case of errors or questions about your electronic payments or transfers using the Services, contact us as noted above in the **Contact in Event of Unauthorized Use** section.

If you think your statement is incorrect or if you need more information about a transfer listed on the statement, contact us as soon as possible. We must hear from you not later than sixty (60) days after we sent the first statement on which the problem or error appeared, and you must:

- Indicate your name and Account number;
- Describe the transfer or other error; clearly and concisely explain why you believe it is an error or why you need more information;
- Indicate the dollar amount of the suspected error.

If you verbally tell us, we may require that you send your complaint or question in writing within 10 Business Days. We may also require you to provide your complaint in the form of an affidavit.

We will let you know the results of our investigation within 10 Business Days and will promptly correct any error. If more time is needed, we may take up to 45 days to investigate and address your complaint or question. If so, we will provisionally re-credit your Account within 10 Business Days for the amount you believe to be in error in order for you to have use of your 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 10 Business Days, we may not provisionally re-credit your Account.

If you are a new member, for electronic funds transfer occurring during the first 30 days after the first deposit is made to your Account, the applicable time periods for action by us is up to 20 Business Days (instead of 10) and 90 calendar days (instead of 45).

If we determine that there is no error, we will remit an explanation within 3 Business Days after completion of our investigation. You may ask for copies of the documents that we used in our investigation.

**K. Account Access; Security Procedures; Protecting your Accounts:**

We are strongly committed to protecting the security and confidentiality of our member account information. Our Online Banking and Mobile Banking partner uses state-of-the-art technology in the ongoing development of our electronic banking systems and the security required to access the systems. In addition, all data transferred within Online Banking and Mobile Banking is encrypted. The Services must be accessed using a unique password (or PIN) and user name. When you register for the Services you will be prompted to set your unique password and user name. For security purposes we recommend that you do not use the same password or user name that you use on other bank/financial institution products. You may change your password for Online Banking and Mobile Banking online at any time. If necessary, passwords may also be reset by calling 410-752-8313. Any password changed over the telephone will be "temporary" and you will be required to change the password the next time you access the Services. You will also have the option to select the "forgot my password" feature within the password page of Online Banking or Mobile Banking to manually reset your own password. In addition, Online Banking and Mobile Banking each uses one-time access codes to verify your identity when you login from an unrecognized computer. This information is sent to you using one of your pre-registered contact methods (text, phone, or e-mail). You agree to keep all user credentials (including password and user name) confidential to prevent unauthorized access to your Accounts and to prevent unauthorized use of the Services. Do not provide any user credentials to others. You agree that we may comply with transfer instructions entered by any authorized person on your Accounts. *If you permit another person to use the Services or give them your personal password, user name, or other user credentials, you are responsible for transfers or advances that person makes from the Accounts linked to your electronic banking profile, to the extent permitted by applicable law.* **YOU AGREE THAT THESE SECURITY PROCEDURES ARE COMMERCIALY REASONABLE (BASED ON THE NORMAL SIZE, TYPE, AND FREQUENCY OF YOUR TRANSFERS) AND ARE DESIGNED TO AUTHENTICATE YOUR TRANSFERS.**

**L. Limits on Our Liability:**

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither MECU CREDIT UNION nor any third party service providers engaged by MECU CREDIT UNION to perform any of the Services shall be responsible for any damages, loss, property damage or bodily injury, incurred as a result of your usage or attempted usage of the Services, whether caused by the equipment, software, Internet browser providers, Internet access providers, or an agent or subcontractor of any of the foregoing. Nor shall MECU CREDIT UNION or any third party service providers engaged by MECU CREDIT UNION be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of equipment or software needed to access the Services (including any Internet browser or access software), or from the unavailability of any of the Services, or for any errors in information provided through any of the Services.

**M. Indemnification; Negative Balance; Attorney's Fees/Costs:**

You understand and agree that you are required to indemnify MECU CREDIT UNION and hold the Credit Union harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or any breach of this Agreement. You agree to immediately reimburse us for any negative balance in your Account caused by your use of the Services. In the event legal action is required, you agree to pay MECU CREDIT UNION for its reasonable attorney's fees and court costs. If your use of the Services causes a negative balance in your Account, you also agree to pay applicable overdraft fees. You understand and agree that this paragraph shall survive the termination of this Agreement.

**N. Member's Responsibilities; Virus Protection:**

By signing into and using the Services you agree to:

- Update browser and software to ensure the most current version is being supported on your device.
- Not give out identifying information such as your username, password or PIN to any other person.
- Never leave your Account information displayed in an area accessible by others.
- Never leave your computer or mobile device unattended while using the Services.
- Always exit the Services by clicking on "Log Off".
- Immediately notify MECU CREDIT UNION as described above in the **Contact in Event of Unauthorized Use** section above if you suspect that your password has become known to any unauthorized person.
- Register each member who wishes to use any of the Services.

You agree that we are not responsible for any electronic virus that you may encounter using any of our Services. We encourage you to routinely scan your computer and other devices used to access the Services using any reliable virus protection product to detect and remove any viruses found. Undetected or unrepaired, a virus may corrupt your personal data and destroy your programs, files and even your hardware. Please be aware that there are risks in using a publicly accessible computer or wireless connection to access the Services.

Computers and wireless connections accessible to the public may be infected with viruses and/or malicious software such as Trojan Horses and keystroke loggers. The online browser you use for Online Banking or Mobile Banking must meet the level of security we require. You must take actions to safeguard your computer and other devices by ensuring you use a virus protection program to assist with identifying virus and other potential threats.

### 3. E-STATEMENTS:

Electronic statements are available to you at no cost, and will allow you to view statements for all eligible Accounts via a secure website. By clicking on the E-statement link within the Services you agree to the following terms and accept the use of our electronic statement service. You authorize us to discontinue sending periodic paper Account statements via postal mail service and to electronically deliver periodic statements ("E-statements") and any other information in connection with the eligible Accounts. You understand and agree that we will send an e-mail to the address that is listed in Online Banking or Mobile Banking, notifying you that your E-statement is ready to be viewed. You further understand and agree that:

- You are an authorized signer of the Accounts being accessed. Your electronic signature executed in conjunction with these terms and any electronic transaction on this Account shall be legally binding on all owners of the Account including you and any transaction performed pursuant to these terms shall be considered authorized by you.
- Your ongoing consent to receive electronic "E-statements" is voluntary and may be withdrawn at any time. You may withdraw consent by accessing the Statement Preference link in Online Banking or Mobile Banking. You understand that withdrawal will result in the termination of electronic statements and that the receipt of paper statements will commence. Upon confirmation of request for withdrawal, you understand that withdrawal may be immediate. You therefore understand and agree that you will no longer have access to E-statements online and that you will receive all future statements in paper form via postal mail service.
- You agree to maintain a valid e-mail address. You must promptly notify us of any change in my e-mail or postal address by updating this information in Online Banking or calling 410-752-8313. We are not liable for any third party-incurred fees, other legal liability, or any other issues or liabilities arising from E-statements or notifications sent to an invalid e-mail address or postal address that you have provided.
- You may request a paper copy of any periodic statement and understand that a fee may be imposed.
- You understand and agree that we reserve the right to change/amend the terms and conditions of this Consent and Authorization. Accessing my E-statements following receipt of notice of change will constitute my agreement to such changes/amendments. We reserve the right to discontinue the E-statements program at any time.

You understand that you cannot sign up for E-statements and cannot access E-statements without first completing the initial sign up for Online Banking or Mobile Banking.

### 4. ATM DEPOSITS/WITHDRAWALS; OTHER ATM FUNCTIONS:

Overview: In conjunction with your personalized PIN, you may use your MECU CREDIT UNION Debit Card or ATM card at any MECU CREDIT UNION ATM and any ATM network (CO-OP, STAR, PLUS, etc.) which we are a participant. The following functions can be performed at a MECU CREDIT UNION ATM:

- Make deposits to your share and checking Accounts (only at MECU ATMs).
- Withdraw funds from your share and checking Accounts.
- Transfer funds from your share and checking Accounts.
- Obtain balance information for your share and checking Accounts.

Availability; Rejection of Deposits: For deposits made at a MECU CREDIT UNION ATM, the first \$100 is generally available the same day of your deposit. The remainder from the deposit will become available based on MECU CREDIT UNION's Funds Availability Policy. In some situations an extended hold may be imposed. MECU CREDIT UNION does not allow deposits at non-branded MECU CREDIT UNION ATMs. On a daily basis we review all deposits made at our ATMs. Periodically, there are situations where we must reject a check deposit. In this situation, we will cancel any credit provided to your Account for a check deposit that must be reversed. All notifications for rejected ATM check deposits will be made via mail. In most situations a substitute check will be included with a letter explaining why the item was rejected.

Unacceptable ATM Deposits: You agree that the following items will not be considered an acceptable deposit under this Agreement. Deposits of the nature described below will result in the immediate reversal of the deposit to your Account and may result in the suspension of this and other electronic banking services. A deposit reversal means the amount of the item deposited will be removed from your Account and will reduce your Account balance. The reversal may also result in a negative Account balance and include fees and the declining of subsequent transactions. The following ATM deposit types are NOT permitted:

- **Personal Check** - personal checks drawn on your MECU CREDIT UNION checking Account.
- **Non-Negotiable Items** - any item stamped with a "non-negotiable" watermark.
- **Altered Checks** - any check that contains evidence of a change to information on the face of the check.
- **Foreign Checks** - any check that is issued by a non-US financial institution.

- **Incomplete Items** - any check that does not contain signatures of the maker, endorsement signatures, date, or payee.
- **Third Party Checks** – any check made payable to another individual and then signed over to you.
- **Stale Dated Checks** – any check not cashed within 6 months of issue date.
- **Savings Bonds**

We will not be liable for negative balances on Accounts caused by the non-payment of checks due to insufficient funds, delays in the mail service or for any action by the member or authorized user of the Account that results in the reversal of any ATM deposit.

Safety Considerations Using an ATM:

When using any ATM, please consider the following:

- Be aware of your surroundings.
- Consider having someone accompany you.
- Do not display cash in the vicinity of the ATM. When the transaction has been completed, count the cash in the safety of your vehicle or home.
- If you notice anything suspicious, use another ATM at a different location or come back later.
- If you notice anything suspicious while conducting a transaction, cancel the transaction and leave the area immediately.
- Report any crime to the local law enforcement officials and the operators of the ATM.
- Be sure to always take your ATM receipt with you.

**5. TELEPHONE TELLER, ONLINE BANKING AND MOBILE BANKING OVERVIEW:**

**A. Telephone Teller:**

Telephone Teller permits you to perform certain functions on accounts through the use of a touch tone telephone. Online Banking permits you to perform many financial related functions through the use of your Internet connected device, such as a computer, laptop, mobile phone, tablet, or other device.

Telephone Teller Functions: Once enrolled in Telephone Teller for your Accounts, a separate personal identification number (PIN) will be assigned to you. You must use your PIN along with your member number to access your Accounts. Some available functions through Telephone Teller are:

- **Transfer:** Allows you to transfer funds between your MECU CREDIT UNION Accounts.
- **Account Look Up:** Obtain current Account balance and transaction information, obtain Account histories for up to 90 days, check actual and available balances, obtain Account details such as interest rate, prior-year interest and interest and transaction descriptions, check loan interest rate, payoff amount, current payment, and due date. ‘Check Inquiry’ in order to verify a check has cleared your Account.
- **Stop Payment:** Allows you apply a stop payment to a check or to a range of checks as well as hear a listing of existing stop payments.

**B. Online Banking and Mobile Banking:**

Once you self-enroll, you must use your username and (self-selected) password to access your accounts. Some available functions in either Online Banking or Mobile Banking are:

- **Account Look Up:** Obtain current Account balance and transaction information, review Account histories for up to 90 days; check actual and available balances, review Account details such as interest rate, prior-year interest and interest and transaction descriptions, check loan interest rate, payoff amount, current payment, and due date. ‘Check Inquiry’ in order to verify a check has cleared your Account and to print a copy of a cleared check.
- **Transfer:** Allows you to transfer funds between your MECU CREDIT UNION Accounts. You can also transfer to and from other accounts that you own at other financial institutions, and transfer funds to an individual or business by way of text or email (external transfers using text or e-mail require separate enrollment in **Person-to-Person and/or Member-to Member Transfers**).
- **Stop Payment:** Allows you apply a stop payment to a check or to a range of checks as well as view existing stop payments.
- **Bill Pay:** Requires separate enrollment. See **Bill Pay** section below.
- **E-statements:** Electronic statements that you can view through Online Banking. E-Statements provides you a safe environment to access and maintain 18 months’ worth of Account statements. See **E-Statements** section above.
- **Mobile (Remote) Deposit:** Requires separate enrollment. See **Mobile (Remote) Deposit** section below.



## 6. INTERNAL TRANSFERS, EXTERNAL FUNDS TRANSFER, PERSON-TO-PERSON AND MEMBER-TO-MEMBER TRANSFERS:

Overview: MECU CREDIT UNION Online Money Movement Services includes: *Internal Transfers, External Funds Transfers, Person-to-Person* and *Member-to-Member Transfers*. You may transfer funds within any MECU CREDIT UNION Account where you are an owner of the Account or authorized to access the Account by an owner. All transfers must be permitted by MECU CREDIT UNION and be otherwise legal under applicable law.

Types of Transfers and Posting: You can transfer funds (Internal Transfer or Member-to-Member) between specific MECU CREDIT UNION Checking, Savings and Money Market Accounts using Online Banking or Mobile Banking. All such transfers are completed in real time. You can also transfer funds through our service provider for external Accounts (External Funds Transfer) at other financial institutions in which you have legal ownership/access. Through our service provider you can also transfer money (Person-to-Person) from an authorized MECU CREDIT UNION Account to any other person or company, regardless of where the receiver banks. Person-to-Person transfers can be initiated by text, e-mail or direct credit using the receivers' bank account number and ABA number.

Limits on Transactions: There is a maximum dollar limit on any transfer between your existing MECU CREDIT UNION Accounts. The maximum dollar limit is equal to the available balance in your Account plus the available balance under any linked line of credit. Depending on your specific relationship with MECU CREDIT UNION, there is also a maximum dollar amount per day which can be externally transferred from your MECU CREDIT UNION Account to an Account at another financial institution or to another individual or business. Transaction limitations are posted within the Services.

Availability: For External Funds Transfer and Person-to-Person funds must be available in the Account from which you wish to transfer on the date you enter the transaction. Incoming transfers from other financial institutions will credit to your Account within 3 Business Days after confirmation of availability of funds.

## 7. MOBILE (REMOTE) DEPOSIT:

Overview: MECU CREDIT UNION Mobile (Remote) Deposit is available to those users with the appreciate smartphone or computer devices valid email address, checking and savings Accounts in good standing, who are 18 years or older, and who are a MECU CREDIT UNION member for more than 30 days. As a member, you may make a daily deposit limit up to the daily limit amount displayed within the environment into a qualified checking or savings Account. Transaction limitations are posted within the Services. The total amount posted will be credited to your Account on the same Business Day. The availability of funds is based on MECU CREDIT UNION's Funds Availability Policy. All charges are disclosed in MECU CREDIT UNION's Fee Schedule.

### Guidelines for Mobile and Remote Deposits:

- Deposits are subject to additional review and confirmation.
- Endorse the back of the check and write "**For MECU Mobile-Remote Deposit Only**" along with your Account number.
- Securely retain the original check for 60 days (unless notified to retain it for a longer period), then destroy after such period expires.

Accountholder Warranties: By accepting this service, you make the following warranties and representations with respect to each image of an original check you transmit:

- Each image of a check transmitted by you is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
- Other than the digital image of an original check that you remotely deposit through your services, there are no other duplicate images of the original check.
- You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- You are authorized to enforce each item transmitted or are an authorized signer to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- You have not knowingly failed to communicate any material information to you.
- You have possession of each original check deposited using the services and no party will submit the original check for payment.
- Files and images transmitted by you will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.



- You will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or service, (ii) copy or reproduce all or any part of the technology or service; or (iii) interfere, or attempt to interfere, with the technology or service.

**Unacceptable Mobile and Remote Deposits:** You agree that the following items will not be considered an acceptable deposit using Mobile (Remote) Deposit. Deposits of the nature described below will result in the immediate reversal of the deposit to your Account and may result in the suspension of this service. A deposit reversal means the amount of the item deposited will be removed from your Account and will reduce your Account balance. The reversal may also result in a negative Account balance and include overdraft fees and the declining of subsequent transactions. The following Mobile (Remote) Deposit types are NOT permitted:

- **Personal Check** - personal checks drawn on your MECU CREDIT UNION checking Account.
- **Non-Negotiable Items** - any item stamped with a "non-negotiable" watermark.
- **Altered Checks** - any check that contains evidence of a change to information on the face of the check.
- **Foreign Checks** - any check that is issued by a non-US financial institution.
- **Incomplete Items** - any check that does not contain signatures of the maker, endorsement signatures, date, or payee.
- **Third Party Checks** – any check made payable to another individual and then signed over to you. ▪ **Stale Dated Checks** – any check not cashed within 6 months of issue date.
- **Savings Bonds**

We will not be liable for negative balances on Accounts caused by the non-payment of checks due to insufficient funds, delays in the mail service or for any action by the member or authorized user of the Account that results in the reversal of a mobile or online deposit on the Account.

**Liability for the Mobile (Remote) Deposit:** If we do not complete a transaction to your Account on time or in the correct amount according to our agreement with you, we will be liable for your direct losses or damages. However, there are some exceptions. We will not be liable, for instance in connection with:

- Checks payable to a party not on the Account.
- Any deposit amount that is over the maximum online deposit availability.
- Circumstances beyond our control (such as fire, flood, internet malfunctions) prevent the transaction, despite reasonable precautions that we have taken.
- Check(s) not signed or properly endorsed with the “MECU Mobile Deposit Only” restricted endorsement and your Account number.

## 8. BILL PAY SERVICE ADDITIONAL TERMS:

**Overview:** You may use MECU CREDIT UNION's Bill Pay Service, to direct MECU CREDIT UNION and/or our service provider to make payments from your funding account to the payees you choose in accordance with this Agreement.

**Service Guarantee:** Our Bill Pay Service provider will bear responsibility for any late payment related charges up to Fifty Dollars (\$50.00) should a payment post after the scheduled payment due date or deliver by date, provided that the payment was scheduled and the payee information was maintained in accordance with the guidelines described within this Agreement. Notwithstanding the foregoing, the service provider shall not be responsible for any such charges if the service provider does not have responsibility or liability for a payment transaction, late payments or late payment related charges under the other provisions of this Agreement, including, without limitation, those payments described under the exception payments section below.

**Responsibility:** MECU CREDIT UNION's Bill Pay Service provider shall use commercially reasonable efforts to process the scheduled payments per your instructions. Neither the service provider nor MECU CREDIT UNION shall be liable for any payment transaction if: (i) you do not have enough money in your funding account to complete the transaction; (ii) a legal order prohibits withdrawals from your funding account; (iii) your funding account is closed or has been frozen, or is otherwise not authorized to debit the corresponding payment amount; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with the services; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide complete and correct funding account, payment or payee information; (viii) you did not properly follow the instructions or terms and conditions for use of the service; (ix) you knew and/or had been advised that service was not operating properly at the time you scheduled the payment; (x) there is a postal delay; or (xi) circumstances beyond the service provider's control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction. With the exception of the foregoing, if the service incorrectly debits your funding account and/or directs funds from your funding account to a payee inconsistent with the instructions you specified in the scheduled payment, the service shall, upon detecting the error or receiving notice from you, be responsible for returning the improperly transferred funds to your funding account and/or redirecting funds to the proper payee and/or

contacting the payee to request appropriate adjustments on your account with the payee except as otherwise provided under the **Authorization** section below.

**Liability:** You will be responsible for any payment request you make that contains an error or is a duplicate of another payment. MECU CREDIT UNION and/or our service provider is not responsible for a payment that is not made if you did not properly follow the instructions for making a payment. MECU CREDIT UNION and/or our service provider is not liable for any failure to make a payment if you fail to promptly notify MECU CREDIT UNION after you learn that you have not received credit from a payee for a payment. MECU CREDIT UNION and/or our service provider is not responsible for your acts or omissions or those of any other person, including, without limitation, any payee or transmission or communications facility, and no such party shall be deemed to MECU CREDIT UNION and/or our service provider's agent. In any event, MECU CREDIT UNION and/or service provider will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this agreement or the service, even if MECU CREDIT UNION and/or service provider has knowledge of the possibility of them. MECU CREDIT UNION or our service provider is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond MECU CREDIT UNION's or our service provider's reasonable control.

**Setting Up and Maintaining Payees:** To begin using the Bill Pay Service, you will first need to establish at least one payee in your payee list. You may add, modify or delete payees as necessary. It is your responsibility to manage your payee List and maintain accurate payee information, such as but not limited to the address to which the payee specifies payments are to be delivered, your account number with the payee, the name on your account with the payee, etc., except where the service expressly indicates that it shall manage such payee information, such as a merchant's remittance address. Payees must reside or exist within the United States of America or its territories or commonwealths. MECU CREDIT UNION or our service provider reserves the right to refuse or remove a payee for any reason.

**Setting up Payments:** To schedule payments you must choose a payee from your payee list. You may schedule one-time payments and recurring payments to any of your payees. It is your responsibility to cancel, skip, reschedule or revise a scheduled payment in accordance with the payee's instructions to you, or as needed to ensure sufficient available funds in the corresponding funding account, or under circumstances where the payee may return the payment to the service provider due to any reason outside MECU CREDIT UNION's or our service provider's control. We reserve the right to refuse or cancel a payment for any reason. The earliest possible payment date/withdraw on date and due date/deliver by date for each payee will be determined and presented by the service when you schedule a payment. The service will not permit a payment date/withdraw on date or due date/deliver by date earlier than the earliest possible dates presented. The service determines this earliest possible payment date /withdraw on date and due date/ deliver by date based on the number of Business Days required to deliver a payment to the payee, which is primarily affected by whether or not the payee has agreed to accept remittance of payments electronically (typically 1 or 2 Business Days) or requires payments be delivered by check (typically 4 or 5

Business Days). A payee's location or policies for posting and crediting payments may require additional Business Days. Payments scheduled after the service's cut-off time shall be processed no earlier than the following Business Day. Currently, the cut-off time for Bill Pay is 10:00 P.M. Eastern Standard Time, MECU CREDIT UNION or our Bill Pay Service provider may change the cut-off time without prior notice. You should carefully consider factors such as the payee's date payment due, grace period, whether the payee's date payment due falls on a non-Business Day, etc., when scheduling a payment to avoid late payments and late fees. You must allow the necessary number of Business Days prior to the payee's date payment due for each payment, including each payment of a recurring payment series. Some businesses take longer to post payments than others. You should consider allowing additional time for the initial payment to a payee through the service in order to gauge the appropriate payment date/ withdraw on date or due date/deliver by date in each case, and determine whether to allow an additional one (1) or two (2) Business Days to avoid incurring any late fee charged by the merchant. It is your responsibility to schedule payments appropriately and in accordance with the payee's requirements. In addition, it is your responsibility to ensure that the funds for your bill pay item is in the account at the time you schedule a payment, regardless if you have recurring payments. MECU CREDIT UNION is not responsible for any fees associated for payments that have been scheduled and the funds not available at the time the Account is debited (same day or up to two business). MECU CREDIT UNION is not responsible for NSF fees, late payments, nor reimburse you for late fees, for any payment delivered in accordance with your instructions, or as a result of a payee's payment processing policies, or any other circumstance outside the service provider's control. Payments to payees, businesses or individuals, outside the United States of America or its territories or commonwealths, are prohibited.

**Editing or Canceling Payments:** Any payment can be modified or canceled, provided you access the service prior to the cut-off time on the Business Day payment is going to be processed. Once a payment is in-process, it cannot be canceled through the service. Instead, you must contact MECU CREDIT UNION to request a stop payment, fees may apply for stop payment requests. A recurring payment may be edited or canceled after processing for the current payment instance is complete.

**Stop Payment:** You may request to stop payment after a payment has been processed by contacting MECU CREDIT UNION. The service's ability to successfully stop payment depends on how the funds were remitted to the payee and the elapsed time since the

payment was processed. The service provider and the financial Institution will make commercially reasonable efforts to stop payment per your request, but shall have no liability if unsuccessful. You may be charged a stop payment fee for each request.

**Exception Payments:** Tax payments and court ordered payments may be scheduled through the service; however such payments are discouraged and must be scheduled at your own risk. In no event shall MECU CREDIT UNION or our service provider be liable for any claims for damages resulting from you scheduling these types of payments. The service provider shall have no obligation to research or resolve any claim resulting from any such payment. All research and resolution for any misapplied or misdirected payments will be your sole responsibility.

**Authorization:** When you schedule a payment, you expressly authorize the service provider or MECU CREDIT UNION to withdraw from your funding account the payment amount and to remit those funds to the designated payee on your behalf, and additionally to debit your funding account for any applicable service related fees. You further authorize MECU CREDIT UNION to credit your funding account for any payment returned from or undeliverable to the payee. In addition, you certify that the funding account is an account from which you are authorized to make payments and incur debits. You agree to have available and collected funds on deposit in the designated funding account in amounts sufficient to process each payment as requested by you, as well as any other payment obligations you have with MECU CREDIT UNION, who reserves the right, without liability, to reject or reverse a payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the funding account and MECU CREDIT UNION has not exercised its right to reverse or reject a payment, you agree to pay for such payment obligations on demand. You further agree that MECU CREDIT UNION, at its option, may charge any of your accounts held at MECU CREDIT UNION cover such payment obligations. You authorize the service provider and MECU CREDIT UNION to contact your payees to request appropriate adjustments consistent with your payment instructions and/or as pertaining to the service guarantee and responsibility, and/or to stop payment on any draft issued against your funding account in connection with the service in the unlikely event that the service remits funds incorrectly to any of your payees, and/or to withdraw funds from your funding account in such event if you otherwise receive the benefit of the amount of such incorrectly remitted funds.

**Returned Payments:** In using the Bill Pay Service, you understand that payments may be returned by or to the service provider for various reasons including but not limited to: the account or account number at the payee is not valid, the payee address is not valid, the payee returns or rejects the remittance item, the account at the payee has been paid in full or has been turned over to another company or individual. The service shall use commercially reasonable efforts to research and correct the returned payment, or void the payment and credit your payment account. You may receive notification from the service.

**Account and Contact Information:** It is your sole responsibility to maintain accurate and complete contact information and funding account information in your user profile. This includes, but is not limited to, name, address, phone numbers and email addresses, and verifying account numbers. Changes can be made within the Bill Pay Service. Changes you make are typically effective immediately. Neither the service provider nor MECU CREDIT UNION shall be responsible for any payment processing errors or fees incurred if you do not provide accurate funding account or contact information.

**Damages and Warranties:** In addition to the terms previously disclosed, MECU CREDIT UNION or our Bill Pay Service provider are not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by the use of the Bill Pay Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by MECU CREDIT UNION or one of its suppliers. In addition, MECU CREDIT UNION and/or service provider disclaim any responsibility for any electronic virus subscriber may encounter after installation of such software or use of Bill Pay Services. Without limiting the foregoing, neither MECU CREDIT UNION and/or service provider nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or electronic funds transfer networks. MECU CREDIT UNION and/or service provider and its suppliers provide Bill Pay Services from their own sites and they make no representation or warranty that any information, material or functions included in Bill Pay Services are appropriate for use by you in your jurisdiction. If you choose to use Bill Pay Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither MECU CREDIT UNION nor service provider nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Bill Pay Services, or contained in any third party sites linked to or from MECU CREDIT UNION and/or service provider's web sites. MECU CREDIT UNION AND SERVICE PROVIDER MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF BILL PAY SERVICE, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. MECU CREDIT UNION AND SERVICE PROVIDER DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

Errors or Questions: In case of errors or questions about your electronic payments or transfers, please see **Contact in Event of Unauthorized Use** section above.

#### **9. MX (MONEYIQ) & DEBIT REWARDS OFFER -- End User License Agreement:**

In addition to the above content, if you decide to use either MX (MoneyIQ) or the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

License Grant and restrictions: You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the MX (MoneyIQ) Service (the "service") solely to manage your financial data, and the purchase rewards application ("Debit Rewards Offers") to benefit from your debit card purchases. In addition to MoneyIQ and the Debit Rewards Offers, the terms "service" and "Debit Rewards Offers" also include any other programs, tools, internet-based services, components and any "updates" (for example, service maintenance, Debit Rewards information, help content, bug fixes, or maintenance releases, etc.) of the service or Debit Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain service and Debit Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the MX (MoneyIQ) site or from the Debit Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the service or Debit Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the service, use any tool to enable features or functionalities that are otherwise disabled in the service, or decompile, disassemble, or otherwise reverse engineer the service except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the service or Debit Rewards Offers or any services provided in connection with them, prevent access to or the use of the service, Debit Rewards Offers or any or services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the service; or (vii) otherwise use the service, Debit Rewards Offers or any services provided in connection with them except as expressly allowed under this Section 1.

Ownership: The Service and Debit Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

Your information and account data with us: You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the service, Debit Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the service, Debit Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the Service, Debit Rewards Offers or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the service, Debit Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the service, Debit Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

**Your account data with other financial institutions:** Our financial management tools – MX (MoneyIQ) allow you to view accounts that you may have outside our financial institution (this is a process called “aggregation”). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected. If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

**Use, storage and access:** We shall have the right, in our sole discretion and with reasonable notice posted on the MX (MoneyIQ) site and/or sent to your email address provided in the Registration Data, to establish or change limits concerning use of the service and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space you have available through the service at any time, and (ii) the number of times (and the maximum duration for which) you may access the Service in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Licensee Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the service and any related services to which such changes relate. Your continued use of the service or any related services will constitute your acceptance of any agreement to such changes. Maintenance of the service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

**Third party services:** In connection with your use of the service, Debit Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

**Third party websites:** The service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the service, Debit Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

**Export restrictions:** You acknowledge that the service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the service, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will

utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

Debit rewards offers: If you decide you wish to participate in the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service. **Debit Rewards** - You will earn rewards for your participation in the Debit Rewards Offers program based on total purchases. If you participate in the Debit Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month after the end of the promotion offer. Cash rewards will be deposited in the Debit Rewards Offers deposit account which is associated with the Debit Rewards Offers program.

Debit Rewards Offers Account: You must use the debit card associated with the Debit Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types. Purchases must be made as indicated in the offers made available under the Debit Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for Rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Debit Rewards offer in order for the purchase to qualify. While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards. Please note that you will not earn Rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

**You understand and agree that we make no warranties and have no liability as to:**

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Debit Rewards Offers program.
- The rewards information that we provide to you, which is provided “as is” and “as available.”
  - (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

**MECU CREDIT UNION**  
Attn: E-Services Department  
1 South Street  
Baltimore, Maryland 21202-4284