

Advia Credit Union
24 Hour Online, Text and Mobile Banking Access Agreement

This Internet Access Agreement is the contract that covers your and our rights and responsibilities concerning the Internet Banking services offered to you by Advia Credit Union (hereafter referred to as 'credit union' or 'the credit union'). The 24 Hour Online, Text and Mobile Banking service permits you to electronically initiate account transactions involving your accounts and communicate with the credit union. In this Agreement, the words "you", "your" and "yours" mean those who request and use 24 Hour Online, text and Mobile Banking, any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words "we", "us", and "our" refer to Advia Credit Union. The word "account" means any one or more accounts you have with the credit union. By requesting and using 24 Hour Online and Mobile Banking service, each of you, jointly and separately, agree to the terms and conditions in this Agreement, and any amendments.

24 Hour Online, Text and Mobile Banking can be used to access Credit Union accounts. The applicable account disclosure statement ("Membership and Account Agreement") also governs each of your accounts at the credit union.

24 HOUR ONLINE, TEXT AND MOBILE BANKING SERVICE

Account Access. If we approve your application for 24 Hour Online Banking service, you may use your personal computer and/or select mobile device to access your accounts. You must use your password along with your User ID to access your accounts. Internet and Mobile Banking is accessible seven (7) days a week, twenty-four (24) hours a day through a web address (URL) designated by us. You will need a personal computer and access to the Internet (World Wide Web). You are responsible for the installation, maintenance and operation of any software and your computer. We will not be responsible for any errors or failures involving any telephone service, Internet service, software installation or your computer.

Types of Transactions. At the present time, you may use 24 Hour Online and Mobile Banking to:

- Transfer funds from your savings, checking and Line of Credit accounts.
- Transfer money to account of other members you authorize for any of your accounts.
- Transfer money to accounts held at other financial institutions
- Transfer money into your Advia CU account from accounts held at other financial institutions
- Review account balance, transaction history for any of your checking, savings or loan accounts.
- Make loan payments from your savings and checking accounts.
- Enroll into functionality for mobile and text banking features
- Download your account information to financial management software programs if applicable.
- Make bill payments to a person or business (payee), review bill payment history and make scheduled bill payment changes.
- Conduct account information updates such as contact information and mailing address
- Communicate with us using the secure electronic mail (e-mail) feature
- Enroll for and receive electronic communications such as account transaction occurrence and balance alerts, versions of periodic statements, notices and tax forms
- Conduct other transactions permitted by us.

Transactions involving your deposit accounts, including checking account stop payment requests, will be subject to the terms of your account agreement. Transactions involving a line of credit account will be subject to your loan agreement and disclosures, as applicable.

Secure Electronic Mail (E-Mail). Sending secure electronic mail (e-mail) through 24 Hour Online and Mobile Banking Mail Box is a way to communicate with us. Email is provided for you to ask questions about your account(s) and provide general feedback. Email is accessible after you login to Internet Banking with your user id and password to a session of Internet Banking. To ensure the security of your account information, we recommend that you use our secure email server when asking specific questions about your account(s).

We may not immediately receive email communications from you. We reserve the right to take action within a reasonable timeframe upon receipt of your email. Contact us immediately regarding any unauthorized transaction

by calling 844.238.4228.

You can make changes to your e-mail address at any time on the related options page within 24 Hour Online and Mobile Banking.

Electronic Communications. Your account may be eligible for online agreement to receive electronic versions of transaction alerts as well as account notices such as maturity notices, overdraft notices, periodic statements and tax forms. You may select communications to be received via select or multiple channels including online message posting, email communication or mobile text alert. Electing to receive periodic statements via e-statement (electronic communication) will automatically enroll member to receive other types of notices and tax forms electronically and will cease delivery via U.S. Mail. At any time, you may choose to un-enroll in Electronic Communications via 24 Hour Online, Text and Mobile Banking or by contacting us at (269) 382-9845 or toll-free at 844.238.4228.

Fees. There are no monthly or transaction fees for accessing your account(s) through 24 Hour Online Banking. You may be subject to fees associated with Online Bill Payment if enrolled. Refer to our Fee Schedule for a comprehensive list of fees and charges. You may also incur data charges from your electronic device/telephone service provider related to usage – see vendor service agreement.

New Services. From time to time, we may introduce new online services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

TERMS AND CONDITIONS

The first time you access your accounts through 24 Hour Online Banking, you agree to be bound by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this disclosure. This agreement covers the term from when you begin using 24 Hour Online Banking until termination of 24 Hour Online Banking services.

Your Online Password and added Multi-Factor Authentication. Your online password is one layer of security that allows you online access to your accounts. The credit union will act on instructions received under your password. You can change your password on the appropriate options page within 24 Hour Online Banking. For security purposes, we recommend you memorize your online password and do not write it down. We recommend that you change your password regularly. You are responsible for keeping your password, account numbers and other account data confidential. An additional “Multi-Factor Authentication” layer of security protection is provided via election of “watermark” visual image from available gallery of images as well as security questions that member may select and answer. These additional features may be used for member to ensure conducting transactions via official online site as well as protect from unauthorized attempts to gain access to member account.

Joint Accounts. If any of your accounts accessed under this agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this agreement and, alone and together, shall be responsible for all 24 Hour Online Banking transactions to or from any savings and checking or loan accounts as provided in this agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this agreement. Each joint account owner is authorized to act for the other account owners, and the credit union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

Our Liability. Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage, bodily injury, whether caused by the equipment, software, the credit union, OR by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Explorer browser), OR by Internet access providers OR by online service providers OR by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special, consequential, economic, other damages arising in any way out of the installation, use, maintenance of the equipment, software, the online financial services, Internet browser or access software.

Service Limitations. The following limitations on 24 Hour Online, Text and Mobile Banking transactions may apply

in using the services listed above:

Transfers. You may transfer funds to other accounts as often as you like. However, for all savings accounts, no more than six (6) preauthorized, automatic, Internet, or telephone transfers and withdrawals may be made from these accounts to another account of yours or to a third party in any month. If you exceed these limitations, your account may be subject to a fee or be closed. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. We reserve the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

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

Bill Payments. You may authorize new payment instructions or edit previously authorized payment instructions for bill payments that are either periodic or nonrecurring (i.e., payments on merchant charge accounts that vary in amount) (periodic bill payments) or automatic and recurring (i.e., fixed monthly mortgage payments) (automatic bill payments). When you submit a bill payment instruction to us, you authorize our Bill Payment Service to make the bill payment from the account you designate. Bill payments to those payees designated in the Bill Payer Service instructions and such payees as you authorize and for whom our Bill Payer Service has the proper vendor code number are allowed. Our Bill Payer Service will not process any bill payment transfer if the required transaction information is incomplete. We or our Bill Payer Service reserve the right to refuse to make a payment if there are insufficient funds in your account. We also reserve the right to refuse to process any payment that is suspicious in nature.

It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You are responsible for any late payments or finance charges that may be imposed as a result of your failure to submit a timely bill payment authorization.

You may cancel or stop payment of periodic and automatic bill payment instructions under certain circumstances. If you discover an error or need to change a payment instruction (i.e., payment date or payment amount) for a scheduled periodic or automatic bill payment through our Bill Payer Service, you may electronically edit or cancel your payment. Your cancellation request must be entered and submitted through our Bill Payer Service before the date you have scheduled for the payment. If your request is not entered in a timely manner, you will be responsible for the payment. If you wish to place an oral stop payment on an automatic bill payment transaction without using the Bill Payer Service to place the stop payment, we must receive your oral stop payment request at least three (3) business days before the next scheduled payment. You may call us at 844.238.4228 to request a stop payment. If you call, we may require you to confirm your stop payment request in writing within fourteen (14) days after the call and we may charge a fee for each request. If you place an oral stop payment request at least three (3) business days before the payment is scheduled, and we fail to stop the payment, we will be liable for your actual losses or damages.

Changes to Charges, Fees or Other Terms. We reserve the right to change the charges, fees or other terms described in this Agreement. However, when changes are made to any fees or charges, we will notify you online, send a notice to you at the address shown on our records, or send you an electronic mail message (e-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for online transactions, stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes apply. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Deposit Agreement and Disclosure.

Disclosure of Account Information. We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers and bill payments;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a payee or a

- third party, such as a credit bureau or merchant;
- To comply with government agency or court orders;
- If you give us your written permission.

Billing Errors. In case of errors or questions about your 24 Hour Online Banking transactions, telephone us at 844.238.4228 or write to us at Advia Credit Union – 6400 West Main St.; Kalamazoo, MI 49009 immediately. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and account number.
- Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount and date of the suspected error.

Financial Institution's Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used the wrong password or you have not properly followed any applicable computer, Internet access, or credit union user instructions for making transfer and bill payment transactions.
- If your computer fails or malfunctions or the 24 Hour Online Banking service was not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent the transaction.
- If the money in your account is subject to an administrative hold, legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If you have not given us complete, correct and current instructions so the credit union can process a transfer or bill payment.
- If the error was caused by a system beyond our control, such as your Internet Service Provider.
- If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.

Enforcement. If you become indebted to us, you are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this agreement. You authorize us to deduct any such losses, costs or expenses from your accounts without prior notice to you. You will release us from all liability arising out of the right to pay debts from your accounts. If we bring a legal action to collect any amount due under or to enforce this agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceeding, and any post judgment collection actions.

If you feel we have violated the Michigan Electronic Funds Transfer Act, you may notify: Office of Financial and Insurance Services, Credit Unions, Box 30224, Lansing, MI 48909.

Governing Law. This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Michigan, except where expressly superseded by laws of the State where you opened your account, and the Bylaws of the Credit Union as they now exist or may be hereafter amended. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of this Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement between us.

Termination of 24 Hour Online and Mobile Banking Services. You agree we may terminate this Agreement and your use of the Internet Banking services if we, you or any authorized user of your account or password breach this or any other agreement with us, or if we have reason to believe there has been unauthorized use of your account or

password.

You may terminate this Agreement at any time by notifying us in writing and stopping the use of your internet banking service. We may also terminate this agreement at any time by notifying you orally or in writing. Whether you or the credit union terminates this agreement, the termination shall not affect your obligations under this agreement for any electronic transactions made prior to termination.

PROTECTING YOUR ACCOUNT

Preventing Misuse of Your Account. Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must call us immediately at 844.238.4228.

Security of Password. The password issued to you is for your security. Your password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your password. You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts. If you authorize anyone to use your password that authority shall continue until you specifically revoke such authority by notifying us. If you fail to maintain the security of your password and we suffer a loss, we may terminate your Internet Banking and account services immediately.

Liability for Unauthorized Access. You are responsible for all transfers and bill payments you authorize under this Agreement. If you permit other persons to use the Internet Banking service or your password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your password or accessed your accounts through Internet Banking without your authorization. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days, you can lose not more than fifty dollars (\$50.00) if someone accesses your accounts without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as five hundred dollars (\$500.00).

Also, if your statement shows 24 Hour Online Banking transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time period.

Unauthorized Transactions in Credit Union Accounts. If you believe that someone has used your password or has transferred or may transfer money from your account without your permission, call us at 844.238.4228 or write us at Advia Credit Union – 6400 West Main St.; Kalamazoo, MI 49009.

Notices. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least thirty (30) days before the effective date of any change, as required by law. Use of 24 Hour Online Banking service is subject to existing regulations governing your accounts and any future changes to those regulations.

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