

# Online and Mobile Banking Services Agreement



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This Agreement covers your and our rights and responsibilities concerning your Online and Mobile Banking services offered to you by 1<sup>st</sup> Mid America Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who sign an application or authorization to use an Online Banking and Mobile Banking service and any authorized users. The words "we," "us," and "our" mean the Credit Union. By submitting an Online and Mobile Banking Service enrollment or your acceptance of Online or Mobile Banking services, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments. You agree that when you use Online and Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us including the Member Service Agreement and "Our Electronic Funds Transfer Terms."

Electronic funds transfers ("EFTs") are electronically initiated transfers of money through the Online and Mobile Banking services ("Services") involving your deposit accounts at the Credit Union.

## 1. Online Banking Services

If we approve your application for Online Banking, you may use a personal computer to access your accounts. For this service, you will need a personal computer with access to the Internet and a web browser such as such as Microsoft Edge, Google Chrome, Mozilla Firefox and Apple Safari. The Online Banking service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Credit Union's Online Banking services may not be available due to system maintenance. The online address for Online Banking is [www.1stmidamerica.org](http://www.1stmidamerica.org). To enroll in the service, you must have: (i) your primary member account number; (ii) your social security number; (iii) your driver's license number; (iv) your date of birth; and (v) the email address associated with your account. You may select a password. You must use your username and password to access your accounts. You are responsible for the installation, maintenance, and operation of your computer and software. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet service provider, your software installation, or your computer. At the present time, you may use Online Banking to:

- Transfer funds between the checking, savings, and loan accounts with us.
- Obtain account information related to the checking, savings, or loan account regarding current balance, history, interest, rates, payroll and automatic deductions.
- Make loan payments from any checking or savings account to a loan account with us.
- Make payments to merchants (payees) using bill payment.
- Initiate P2P and A2A transfers.

Transactions involving the accounts you have with us are addressed by the Member Service Agreement (MSA), whereas transactions involving a loan are addressed by the applicable loan agreement(s).

## 2. Online Banking Service Limitations

The following limitations on Online Banking limitations may apply:

### a. Transfers

We may limit the number of certain types of withdrawals from some accounts, as described in "Our Rates & Service Charges." You may transfer or withdraw up to the available balance in the account or available credit line at the time of the transfer, except as limited under other 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.

### b. Account Information

Account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited, due to the processing time for ATM transactions. See "Funds Availability of Deposits."

### c. E-Mail and Stop Payment Requests

We may not immediately receive e-mail communications that you send, and we will not take action based on e-mail requests until we actually receive your message and have a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be a verbal request and will expire in fourteen (14) days unless confirmed in writing as addressed in the MSA. Contact us immediately regarding an unauthorized transaction or stop payment request.

### d. Illegal Use or Internet Gambling

You may not use the Online or Mobile Banking services for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. You agree that all transactions that you initiate by use of a Service are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your electronic funds transfers may only be conducted for legal transactions. We have restricted all online gambling transactions by use of an electronic funds transfer service.

## 3. Bill Pay Service

When you apply for the Bill Pay Service you must designate your checking account as the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. You have the option to set your payments up as recurring or manual one-time payments. You are not permitted to designate governmental agencies or courts. We reserve the right to not allow the designation of a particular merchant or institution. You may not use this service to pay taxes. Unless advised otherwise, payments may only be made to payees located in the United States.

You or any persons who you have authorized to use your Bill Pay Service, Online Banking Service, sign-on Password or any password can perform the following transactions:

- Pay any designated merchant, institution or individual in accordance with this agreement a fixed recurring amount or a variable amount on demand," from your designated Checking Account.
- Obtain information (payee information, payment status information, etc.) about your Bill Pay account status.

### a. Bill Pay Transactions

You authorize us to process bill payments from your designated account. You may use the Bill Pay service to initiate three different types of payment transactions:

- "On demand" or "one-time" payments are payments that are not reoccurring. You set up the payment date and amount each time you wish to make a payment to the payee. You may cancel or edit a payment if the status is pending.
- "Expedited" payments are delivered faster than standard payments. These payments are subject to a fee as set forth in the Rate and Fee Disclosures. You **cannot** cancel or edit an expedited payment once it has been submitted.
- "Recurring" payments are payments that are reoccurring on a fixed due date and fixed amount. You have an option in the Bill Pay system to set these automatic payments to continue indefinitely or set a maturity date. You may cancel or edit a payment if the status is pending.

**b. Authorized Payments**

When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from your checking account or any other account you designate. We will process bill payment transfer requests only to those payees the Credit Union has designated in its User Instructions and such payees as you authorize and for whom the Credit Union has the proper payee code number. The Credit Union will not process any bill payment transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to make the bill payment request, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.

**c. Processing Payments**

The amount of your requested bill payments will be deducted from your account (normally within two business days of the date that the payment is transmitted to the payee). You will receive a confirmation number at the time of each transaction. Therefore, you must have sufficient funds available to cover your payment on the date in which the payment is scheduled to be issued.

Bill payments are delivered to the payee either electronically, which may take up to five business days from the Scheduled Debit Date, or by check to those payees not set up to accept electronic payments, which may take up to ten business days from the Scheduled Debit Date. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions at least ten (10) business days before a bill is due. If you do not allow sufficient time, you assume full responsibility for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization.

**d. Canceling or Changing Bill Payments**

You may cancel or stop payment on Future and Recurring bill payments instructions under certain circumstances by following the instructions provided. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a bill payment that you have already scheduled for transmission through the Bill Pay service, you may electronically edit or cancel your payment request through the Bill Pay service. Your cancellation request must be entered and transmitted through the Bill Pay service before the date you have scheduled for payment. If your request is not timely entered, you will be responsible for the payment.

If you wish to place a verbal stop payment on a recurring bill payment transaction, not using the Bill Pay service, the Credit Union must receive your verbal stop payment request at least three (3) business days before the Scheduled Debit Date. You may call the Credit Union at the telephone number set forth in Section 5 to request a stop payment. If you call, the Credit Union may require you to confirm your stop payment request in writing within 14 days after the call.

**e. Third Party Services**

The actual payment mailings (Checks) and electronic fund transfers of bill payments are handled by an independent third party. Neither the Credit Union nor our third-party affiliates will be responsible for the completion and accuracy of the transaction information that you submit, add, or delete from the online bill payment platform.

**1) A2A and P2P Services.** Transfers using the A2A service or P2P service are subject to limitations that will be disclosed to you at the time you initiate the service.

**4. Mobile Banking Services****a. Service Access**

Mobile Banking is a personal financial information management service that allows you to access account information, make

payments to merchants who have previously consented to accept payments through our Online Banking service and make such other transactions as described above using compatible and supported mobile phones and wireless devices ("Wireless Device"). You agree and understand that the Mobile Banking service may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The services that you may access through Mobile Banking are the same account and service transactions available through Online Banking.

In addition, using Mobile Banking you may:

- Make deposits to the account(s) you have with us using the Mobile Deposit Service

When you register for Mobile Banking, the designated accounts and bill payment payees linked to the account through Online Account Access will be accessible through Mobile Banking.

**b. Use of Services**

You are fully responsible for understanding how to use Mobile Banking before you actually do so, and you must use Mobile Banking in accordance with any use or operational instructions posted on our web site. You are also responsible for your use of your Wireless Device and the Mobile Banking Service software provided to you. If you authorize the use of biometric login (for example, fingerprint or retinal scan) for Mobile Banking, the service may be accessed using any biometric login recognized by your wireless device, even if it is not your own. If you have permitted another person to use their own biometrics to authorize activity on your wireless device, their biometrics will also gain access to Mobile Banking if you have authorized biometric login. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking, the Software or your Wireless Device. You may experience technical or other difficulties related to Mobile Banking that may result in loss of data, personalization settings or other Mobile Banking interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. We assume no responsibility for the operation, security, or functionality of any Wireless Device or mobile network that you utilize to access Mobile Banking. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that we are not liable for delays in updating account information accessed through Mobile Banking. We are not responsible for any actions you take based on information accessed through the Mobile Banking app that is not current. If you need the most current account information, you agree to contact us directly.

In the event we change or upgrade Mobile Banking, you are responsible for making sure you that you understand how to use Mobile Banking as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Mobile Device.

**c. Relationship to Other Agreements**

You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of your existing agreements with any service providers of yours, including service carrier or provider (e.g., Cingular, Verizon, Sprint, T-Mobile, Alltel, etc.). You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Mobile Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider

without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

#### **d. Mobile Banking Software License**

You are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license ("License") to download, install and use the Software application on your Mobile Device within the United States and its territories. In the event that you obtain a new or different Mobile Device, you will be required to download and install the Software application to that new or different Mobile Device. This License shall be deemed revoked immediately upon:

- your termination of Mobile Banking in accordance with this Agreement;
- your deletion of the Software application from your Mobile Device; or
- our written notice to you at any time with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software application from your Mobile Device.

#### **e. Your Obligations**

When you use Mobile Banking to access accounts you designate during the registration process, you agree to the following requirements. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software application (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (k) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

#### **f. Supplemental Privacy Disclosure**

Location Data is collected to provide location-based messages, offers, and interactions. 1st Mid America Credit Union mobile collects location data to enable push notifications even when the app is closed or not in use. It also is used to support promotional offers from us. If you use any location-based feature of 1st Mid America Credit Union mobile, you agree that your geographic location and other personal information may be accessed and disclosed through 1st Mid America Credit Union. If you wish to revoke access to such information, you must cease using location-based features of 1st Mid America Credit Union mobile via your device's settings. Also, certain features of your online banking application, including Bill-Pay (with Contacts Import enabled), and other 3rd party web apps that allow importing of your contact information, need to access your device's contacts in order to complete transactions efficiently.

#### **5. Mobile Banking Service Limitations**

Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Mobile Banking reflects the most recent account information available

through Mobile Banking, and may not be current. You agree that we are not liable for delays in updating account information accessed through Mobile Banking. We are not responsible for any actions you take based on information accessed through the Mobile Banking app that is not current. If you need the most current account information, you agree to contact us directly.

#### **6. Mobile Deposit Service**

The Mobile Deposit service allows you to make deposits to your accounts using compatible and supported mobile phones and/or other compatible and supported Mobile Devices.

##### **a. Mobile Deposit Capture Process**

If we approve the Mobile Deposit Service for you, you must use username and password to access your accounts. You may photograph an image of checks with your mobile device creating an electronic image and you may transmit the electronic image that the Credit Union will deposit to your account. The Credit Union may, in its discretion, convert items meeting the Credit Union's required standards into substitute checks to facilitate the deposit and collection of such items. You agree that the manner in which checks are cleared or presented for payment shall be determined by Credit Union, in its sole discretion. We reserve the right to select the clearing agents through which we clear checks.

##### **b. Funds Availability**

Funds from items deposited through a Mobile Deposit Capture will be available on the day the item is cleared by the payor bank and the Credit Union has been given credit. Funds deposited using the service will generally be made available within three (3) business day of the day of deposit. Checks deposited after 2:00 pm will be considered to have been deposited on the next business day. There may be additional holds on deposited items as set forth in the Credit Union's Funds Availability disclosure, as amended from time to time, which is incorporated herein by reference. You agree that the imaging and transmitting of checks alone does not constitute receipt by the Credit Union. Also, acknowledgment of receipt or delivery does not constitute an acknowledgment by the Credit Union that the transmission of a check or items does not contain errors or that funds will be available. Checks deposited through Mobile Deposit are not received by the Credit Union until we have acknowledged receipt and provided credit to your account.

##### **c. Deposit Limitations**

You may not use Mobile Deposit to deposit any item greater than \$5500.00. Total deposits may not exceed \$5500.00 per day.

##### **d. Deposit Acceptance**

You agree that the Credit Union may at any time, in its sole discretion, refuse to accept deposits of checks from you via a Mobile Deposit session. In the event that the Service is interrupted or is otherwise unavailable, you may deposit checks in person at a Credit Union branch or via night drop or mail or other contractually acceptable method.

#### **7. Your Responsibilities for Mobile Deposits**

##### **a. Member Account**

You must designate a Credit Union savings or checking account as the settlement account to be used for the purposes of settling, transactions requested in connection with the Service. We will provide you with details of each specific transaction. You will be responsible for reviewing and balancing of any settlement account.

##### **b. Responsibility for Imaging**

You are solely responsible for imaging deposit items, accessing the service from the Credit Union and for maintaining your mobile device. You will be responsible for the payment of all telecommunications expenses associated with the service. The Credit Union shall not be responsible for providing or servicing any scanning equipment or mobile device for you.

##### **c. Deposit Requirements**

You agree that you will only use the Service to deposit checks drawn on financial institutions within the United States. For checks not

falling within this requirement you must deposit those checks in person, using a night drop facility or by U.S. Mail. You agree that each check you deposit through the Service will meet the image quality standards directed in the application.

For all mobile check deposits, you must endorse the original paper check with your signature and write: "For Mobile Deposit Only at 1st MidAmerica Credit Union" in the endorsement area. If you fail to provide this endorsement, we may refuse the deposit and return it to you and you agree to indemnify the Credit Union from any liability or loss to the Credit Union arising from the payment of the original paper check without such required endorsement. Eligible endorsements must include your signature.

#### **d. Check Retention & Destruction**

You agree that all checks belong to you and not to the Credit Union and that those items shall be handled in accordance with this Agreement and your Member Service Agreement. After our receipt of a deposit transmission we will acknowledge by electronic means our receipt of such transmission. Your electronic transmission is subject to proof and verification. You will retain the original of all imaged checks that have been deposited via Mobile Deposit for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond ninety (90) days from the date processed. It is your responsibility to properly destroy and dispose of such original checks after such time. During the period that you maintain any original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation:

- theft or reproduction of the original checks (including by employees) for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Service) and
- unauthorized use of information derived from the original checks.

When you dispose of any original checks, you understand and agree that you must use a high degree of care when selecting and implementing disposal procedures to ensure that the original checks are not accessed by unauthorized persons during the disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed.

#### **e. Deposit Prohibitions**

You agree not to deposit, or attempt to deposit, or allow others, either directly or indirectly, to deposit, or attempt to deposit, by any means:

- Any substitute check, the original of which has already been presented for deposit via the Service;
- Any image of a check that has already been deposited either as an original or as a substitute check;
- Any original check, the substitute check of which has already been presented for deposit via Mobile Deposit;
- Any check made payable (individually or jointly) to someone who is not an owner on your account;
- Any post-dated or stale-dated check;
- Money orders, traveler's checks, or gift checks;
- Starter checks or counter checks; and
- State warrants or other instruments that are not checks;

If you, or any third party, makes, or attempts to make, a deposit in violation of this Subsection you agree to defend, indemnify, and hold Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by Credit Union from any other deposit accounts with Credit Union in its sole discretion. You further acknowledge that you and not the Credit Union

is responsible for the processing and handling of any original items which are imaged and deposited utilizing the Service and you assume all liability to the drawer of any item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images.

#### **f. Financial Responsibility**

You understand that you remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds associated with accessing the Service. The Credit Union shall not be liable in any manner for such risk unless the Credit Union fails to follow the procedures described in materials for use of the service. You assume exclusive responsibility for the consequences of any instructions you give to the Credit Union, for your failures to access the Service properly in a manner prescribed by the Credit Union, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

#### **g. Account Reconciliation**

You will verify and reconcile any out-of-balance condition, and promptly notify the Credit Union of any errors within the time periods established in the Member Service Agreement after receipt of your account statement. If notified within such period, the Credit Union shall correct and resubmit all erroneous files, reports, and other data at the Credit Union's then standard charges, or at no charge, if the erroneous report or other data directly resulted from the Credit Union's error.

#### **h. Your Representations and Warranties**

You represent and warrant:

- 1) That you will comply with all federal and state laws, and rules and regulations applicable to deposit and check transactions, including those of the National Automated Clearing House for ACH transactions;
- 2) That all checks deposited through the Service are made payable to you;
- 3) That all signatures on each check are authentic and authorized; and
- 4) That each check has not been altered.

In the event you breach any of these representations or warranties, you agree to defend, indemnify and hold the Credit Union and its agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize the Credit Union to charge its account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

### **8. Our Obligations for Mobile Deposit**

#### **a. Financial Data**

We will review and process your electronic file through a batch processing at one time per day. The Credit Union agrees to transmit all the financial data under its control required to utilize the service selected by you and to act on appropriate instructions received from you in connection with such service. The Credit Union shall exercise due care in seeking both to preserve the confidentiality of the user number, password, test key, or other code or identifier and to prevent the use of the service by unauthorized persons (and in this connection it is understood and agreed that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to its members, and where practicable the obtaining by the Credit Union from any third parties engaged in the installation, maintenance and operation of the system of similar undertakings, shall constitute fulfillment of its obligation to exercise due care) but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the service. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the Service.

**b. Service Availability**

You understand that Service availability is at all times conditioned upon the corresponding operation and availability of the communication systems used in communicating your instructions and requests to the Credit Union. We will not be liable or have any responsibility of any kind for any loss or damage thereby incurred by you in the event of any failure or interruption of such communication systems or services resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Credit Union.

**c. Exception Items**

When we review and process your electronic file, we may reject any electronic image that we determine to be ineligible for the service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to any of your accounts with Credit Union, you will only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if you do not initially identify an electronic image as an Exception Item, the substitute check created by the Credit Union there from may nevertheless be returned to the Credit Union because, among other reasons, the electronic image is deemed illegible by a paying bank. The Credit Union's failure to identify an Exception Item shall not preclude or limit your obligations to the Credit Union.

**d. Account Information**

We will provide you with daily transaction history via the Internet and the Online Banking service detailing items processed, return items, and deposit adjustments.

**9. Security of Password****a. Security**

The personal identification number or password that you select is for your security purposes. The 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 by you to sign on your accounts. If you authorize anyone to have or use your password, you understand that person may use the Online or Mobile Banking service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your password and you agree that the use of your password will have the same effect as your signature authorizing transactions.

**b. Authorization**

If you authorize anyone to use your password in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized, and your password is changed. If you fail to maintain or change the security of these passwords and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

If you authorize the use of biometric login (for example, fingerprint or retinal scan) for Mobile Banking, the service may be accessed using any biometric login recognized by your wireless device, even if it is not your own. If you have permitted another person to use their own biometrics to authorize activity on your wireless device, their biometrics will also gain access to Mobile Banking if you have authorized biometric login.

**10. Member Liability**

You are responsible for all transfers you authorize using the Online and Mobile Banking services under this Agreement. If you permit other persons to use 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 and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For Online or Mobile Banking transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account 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 \$500.

Also, if your statement shows Online or Mobile 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 be liable the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time periods.

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: 618-258-3168 or toll-free 800-345-4216 or write: 1<sup>st</sup> MidAmerica Credit Union, 731 E. Bethalto Dr., Bethalto, IL 62010.

**11. Business Days**

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

**12. Fees and Service Charges**

Currently there is no monthly service charge for the Online and Mobile Banking services. You agree to pay all fees and charges for deposit account services as set forth on "Our Rates and Service Charges." All fees and charges are subject to change by the Credit Union upon thirty (30) days written notice to Member.

**13. Transaction Documentation**

Transfers and withdrawals transacted through the Online and Mobile banking services will be recorded on your periodic statement by mail or electronically if you have requested an electronic statement. You will receive a statement monthly. You may request that your statement be provided electronically.

**14. Account Information Disclosure**

We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated on our website at: [www.1stmidamerica.org](http://www.1stmidamerica.org). However, we will disclose information to third parties about your account or the transfers you make in the following circumstances:

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

**15. Disclaimer of Warranties**

YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION

DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. YOU ASSUME ALL RISKS RELATING TO THE FOREGOING.

### 16. Our Liability for Failure to Make Transactions

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 will be liable for your losses or damages. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers shall be responsible for any loss, property damage or loss, whether caused by the equipment, software, Credit Union, or by online browser providers such as online browser providers such as Microsoft (Edge), Google (Chrome), Mozilla (Firefox) or Apple (Safari) or by Internet access providers or by online service providers or by an agent or subcontractor for any of the foregoing. Nor shall we or our service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, online access services, or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the online access service and may have referred to such communication as “secured,” we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union and our service providers will not be liable for the following:

- If, through no fault of ours, you do not have enough available funds in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable.
- If you used the wrong password or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and bill payment transactions
- If your computer fails or malfunctions or the phone lines or Credit Union computer system 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 or strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Online service provider, any computer virus or problems related to software not provided by Credit Union.

We may establish other exceptions in addition to those listed above.

### 17. Our Limited Liabilities for Mobile Deposit

#### a. Direct Damages

THE CREDIT UNION'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY MEMBER AND ONLY TO

THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF THE CREDIT UNION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF THE CREDIT UNION RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED ONE HUNDRED DOLLARS. IN NO EVENT SHALL THE CREDIT UNION BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT THE CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE CREDIT UNION'S LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY LIABILITY TO MEMBER IN CONNECTION WITH ANY MATTER.

#### b. Your Duty to Report Errors

You will notify the Credit Union of any errors, omissions, or interruptions in, or delay or unavailability of, the Services as promptly as practicable, and in any event within one business day after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within fourteen (14) days of the date of the earliest notice to you which reflects the error. Your failure to notify the Credit Union of any error, omission, or other discrepancy within seven (7) days from the date of a loss shall relieve the Credit Union of any liability for such error, omission, or discrepancy.

#### c. The Credit Union's Performance

You acknowledge and agree that the Credit Union shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by the Credit Union in performing the Service, in accordance with or unintentional deviation from the terms and conditions of this Agreement. You acknowledge that the Credit Union's systems and procedures established for providing the Service are commercially reasonable.

#### d. Limitation of Liability

The Credit Union shall have no liability to you, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Service regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Service provided for in this Agreement, and we shall have no liability for not effecting a transaction, if:

- 1) We receive actual notice or have reason to believe that you filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
- 2) The ownership of funds involving a transaction is in question;
- 3) We suspect a breach of the security procedures;
- 4) We suspect that your account has been used for illegal or fraudulent purposes; or
- 5) We reasonably believe that a transaction is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

The Credit Union will not be liable if Member fails to report timely any error or discrepancy reflected in an account statement prepared by the Credit Union, or if Member fails to report a breach of a security procedure. If the Credit Union fails to perform under this Agreement in accordance with the standards set herein, the Credit Union's liability for damages, losses, and other compensation owing to you will be limited as set forth above.

### 18. Termination of Online & Mobile Banking

You agree that we may terminate this Agreement and your Online and Mobile Banking services, if you, or any authorized user of your Online or Mobile Banking services or password breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your Accounts or password; or if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction; or if we reasonably believe your account conduct poses an undue risk of illegality or unlawfulness. You or any other party to

your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

## 19. Notices

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you at least twenty-one (21) days before the effective date of any change, as required by law. This means we will mail you notice or if you have consented to electronic disclosures, we will send it to the e-mail address you have designated. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

## 20. Statement Errors

In case of errors or questions about your Online and Mobile Banking transactions, call us at 618-258-3168 or toll-free 800-345-4216 or write: 1<sup>st</sup> MidAmerica Credit Union, 731 E. Bethalto Dr., Bethalto, IL 62010.

We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. In your notice:

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

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not recredit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

## 21. Enforcement

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the state of Illinois as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Illinois law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if

possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

## 22. Special P2P Terms

P2P is a service that allows users to send money via Online Banking or Mobile Banking to others using a cell phone number or an email address through a network we select.

### a. Payment Network Relationship with You

The payment network we select is a payment service provider that helps you make payments to third parties. It is an independent contractor for all purposes, except that it acts as your agent with respect to the custody of your funds only. The payment network does not have control of, or liability for, the payment for products or services with our service. We are not responsible for the identity of any recipient to whom you have authorized a payment or ensure that a recipient will complete a transaction.

### b. Eligibility for P2P Payments

You authorize the Credit Union and the payment network, directly or through authorized third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your Information against third party databases or through other sources. The Credit Union will, at its sole discretion, authorize the use of P2P and may at its sole discretion disallow the use of P2P payments from any Credit Union member.

### c. Making Transfers

**1) Transfers.** When an Online Banking P2P Payment is made, the funds are immediately transferred from your account for Transfer and are credited to the payment network to provide funds to the recipient. You agree that such requests constitute your authorization to us and the payment network to make the Transfers. Once you have provided your authorization for the Transfer, you may not be able cancel the electronic Transfer. For Next Day Service processing, you must initiate the payment before 5:00 pm Pacific time. For Standard Service processing you must initiate the payment before 10:00 Pacific time.

**2) Refused and Refunded Transactions.** When you send money, the recipient is not required to accept it. You agree that you will not hold the payment network or the Credit Union liable for any damages resulting from a recipient's decision not to accept a payment made through the service. If a payment is unclaimed, denied or refunded for any reason, we will return the money to your Account within 30 Days of the date you initiate payment. If a recipient does not have an account with the payment network, and does not set one up within 30 days of your transaction date, you can request that the funds are returned to you before the 30 day period by using the return function in the online banking P2P screen.

## 23. Special A2A Terms

You agree to use the Service for legal purposes and not in violation of any laws, including but not limited to, laws and regulation designed to prevent Money Laundering and laws prohibiting internet gambling. If any of your Accounts has a joint account holder, you represent and warrant that the joint account holder has consented for you to represent both and use the account with this Service. If you do not give such consent, you should not use that account and we will terminate your use of Service if we are notified of such situation.

### a. Authorization to Transfer Funds

You represent to the Credit Union that you own each Eligible Credit Union Account, Verified Account and have full right and authority to all the funds on deposit therein. In addition, you authorize the Credit Union to execute and charge your Eligible Credit Union Account(s) for any A2A transfer request to a Verified Account and from a Verified Account to your Eligible Credit Union Account, including any related fee, subject to any applicable limit as to dollar amount, time delays to complete transfers when your A2A transfer requests are made in accordance with the procedures established

by the Credit Union. You agree that the Credit Union has no obligation to execute any request for a transfer using A2A transfer that is not initiated in accordance with such procedures. You understand that acceptance and processing of an A2A transfer request is subject to the terms and conditions stated in this Agreement, as amended from time to time. This authorization shall remain in full force and effect until you have informed the Credit Union and the Credit Union has had a reasonable opportunity to act on it. You agree that the Credit Union is relying upon the information you provide in originating an A2A transfer on your behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding your Verified Account are your responsibility. You agree that if A2A transfer instructions identify a Verified Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. You understand that financial institutions holding your Verified Accounts may not investigate discrepancies between names and numbers and the Credit Union has no responsibility to investigate discrepancies between names and account numbers. Not all types of accounts are available for funds transfer service. For example, retirement, business or corporate accounts. Also you must check with your financial institution to verify their ability to participate in external funds transfer service. Also, there may be limitations related to each transaction such as total amount, number of transactions allowed, or total transaction amounts defined by your financial institution. All funds transfers are also subject to the rules and regulations governing the relevant Verified Accounts. You agree not to request any A2A transfers from or to Verified Accounts that are not allowed under the rules or regulations applicable to such accounts.

#### **b. Account Set-up and Verification**

The Credit Union will initiate a funds transfer request for you when you access your Eligible Credit Union Account(s) through the Home Banking service using the established login credentials. The Credit Union's procedures are designed to authenticate your identity before accepting a request for an A2A transfer but not to detect errors in the content of your instructions. You authorize the Credit Union to verify your account at another financial institution ("Third Party Account") through the use of a trial transfer, in which three low value transactions will be made between the accounts. Once the verification process is successful, each Third-Party Account will become a Verified Account. You agree to verify online the amounts of such deposits and/or withdrawals. Upon your request, we will make electronic transfers from your designated and active Eligible and Verified Accounts via the Automated Clearing House (ACH) system in the amount you specify. You agree that such requests made with this Service constitute your written authorization for such transfers. You understand that your bank may limit the number of transactions that you authorize using your savings or money market account.

#### **c. Transfer Requirements and Conditions**

Your request for a transfer will be executed on the current Business Day. If your request for a Standard transfer is received by the Credit Union on a day that is not a Business Day or on a Business Day after the established cut-off hour, we will not process your request until the next Business Day.

We may change your transfer limits at any time. Any decrease will be subject to notice, as required by law, but you agree that we may reduce your limits without prior notice upon occurrence of a Disqualifying Event, including: (i) any of your Credit Union accounts are not current or are not in good standing, (ii) you have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Credit Union account during the current or three prior calendar months, or (iii) you have had any prior transfer to or from a non-Credit Union account canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

#### **d. Modifying or Cancelling Pending Transfers**

Pending transfer instructions can be cancelled or modified until the status changes to "In Process". Transfer Instructions cannot be cancelled or modified after cut-off time on the transfer date. If you close any of your Eligible or Verified Accounts, you are responsible to remove it from the Service to avoid any transaction failure and charges related to a failed transaction. There may be additional fees to you for failed transactions.

#### **e. Rejection of an A2A Transfer Request**

The Credit Union reserves the right to reject your funds transfer request. The Credit Union may reject a request if the dollar value of one or more of your transfer requests exceed the daily or monthly transfer limit if you have insufficient available funds in your Eligible Credit Union Account for the amount of the A2A transfer, if your request is incomplete or unclear, if the Credit Union identifies a security risk related to a requested transfer or if the Credit Union is unable to fulfill your request for any other reason. You understand that if the Credit Union rejects a request for an A2A transfer for one or more of the reasons set forth above, you will be informed of the rejection during your online session or by e-mail as soon thereafter as the Credit Union has determined to reject the request.

#### **f. Cancellations, Amendments or Recalls.**

You may cancel or amend a funds transfer request only if the Credit Union receives your request prior to the execution of the funds transfer request and at a time that provides the Credit Union with a reasonable opportunity to act upon that request. The Credit Union shall not be liable to you for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of your funds transfer request. You further agree that the Credit Union shall not be responsible for any delay, or failure to execute your funds transfer request due to circumstances beyond the Credit Union's reasonable control - including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your funds transfer request to the bank or execution of such request by the bank, whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank.