

## MERIDIA FEDERAL CREDIT UNION ONLINE BANKING AGREEMENT

The applicant (“I”, “me”, “my”) hereby agrees to be legally bound by the following Terms and Conditions in consideration of Meridia Community Federal Credit Union (“MCFCU”) issuing me an Online Banking authorization protocol (Password) and providing me with access to Meridia’s Mobile App, Bill Pay and Remote Deposit Capture services.

**1. ACKNOWLEDGEMENT:** I am an owner/authorized user of the account(s) listed online. I hereby request access to my account online and that MCFCU issue to me a temporary password to be used to access these accounts through the Online Banking System. I must provide Meridia with an email address via accepted method prior to being able to receive my temporary login.

**2. ACCESS:** I understand that I will be able to access my account(s) to view balances, account history, statements, check images, to change delivery preferences for notices (i.e. paper or paperless), set up e-alerts, to transfer funds between accounts, deposit checks, order checks, initiate a stop payment and pay bills depending on what type of access I have been given for my account(s). I also understand MCFCU reserves the right to revoke such access to my accounts without prior notification.

**3. EQUIPMENT REQUIREMENTS:** I will need to provide at my own expense all hardware, software, wireless access, necessary telephone lines, Internet or other connections and equipment needed to access the Online Banking System and the other services described herein(collectively, the “Equipment”) and an electronic mail address. My Internet or other web browser software must support a minimum 128-bit SSL encryption. I am responsible for the installation, maintenance and operation of the Equipment and all related charges. MCFCU is not responsible for any errors or failures caused by any malfunction of my Equipment or any “spyware,” “virus,” malicious code or related problems that may be associated with my access to or use of the Online Banking System or the Equipment. MCFCU makes no representation as to the security of any particular network or device. MCFCU does not guarantee functionality of the Online Banking System (including mobile banking) on any particular device. I understand that MCFCU also is not responsible for any losses or delays in transmission of information I provide to MCFCU or otherwise arising out of or incurred in connection with my use of any Internet or other service provider providing my connection to the Internet or any browser software or Mobile device.

**4. SECURITY:** I understand that the Online Banking System is offered in a secure environment (as long as I use a secure browser) in order to afford protection for account numbers, account balances, bill payment information and other personal data, which may be transmitted by or to me through the Internet. I will change my Password upon my initial access to the system, set a security image and answer three security questions. I agree that I will designate what my new password will be and that MCFCU will not be able to determine what that password is, for security reasons. I further agree that MCFCU will not be responsible for monitoring transactions to determine if they were indeed made by the authorized user. I agree that I am responsible for the security of my Login ID and Password and I will properly safeguard this information. Only one Login ID

is issued for each account and is intended for the primary member listed on the account.

**5. LIABILITY:** I will contact MCFCU immediately if I believe that my Login credentials have been lost or stolen or if unauthorized transactions have taken place on my account(s). I also agree that if my monthly statement shows transaction(s), which I did not make, and I do not contact MCFCU within 60 days after the statement was mailed to me, I may not get back any money lost after that time. I agree that I will not give my Login ID and Password to someone else to use. If MCFCU does not complete a transfer to or from my account, not including a bill payment (see “Bill Payment”), on time or in the correct amount, MCFCU will be liable for my loss and damages. However, there are some exceptions; MCFCU will not be liable:

- If, through no fault of MCFCU, there are insufficient funds in my account to complete that transaction;
- If the funds in my account are unavailable;
- If the funds in my account are subject to legal process;
- If my account is frozen because of a delinquent loan;
- If I, or anyone authorized by me, commits any fraud or violates any law or regulation;
- If any part of the transfer system is not working properly and I knew about the problem when the transfer was initiated; or
- If circumstances beyond MCFCU control (such as fire, flood, or power failure) prevent the transaction.

**6. BILL PAYMENT:** I understand that online bill payment is provided to me for my convenience. The actual payment of such bills is handled by an independent third party, IPAY, and MCFCU cannot and will not be held responsible for the completion and accuracy of such transactions. You must pay 3 bills per month to avoid a \$5.00 monthly fee

You may use Meridia Community FCU’s bill paying service, Ipay Bill Pay Plus, to direct Meridia Community FCU to make payments from your designated checking account to the “Payees” you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account (The Account Rules).

“You” or “Your” means each person who is authorized to use the service. “Payee” means anyone, including the Financial Institution, you designate and the Financial Institution accepts as a “Payee”.

### HOW TO SET UP PAYEES/PAYMENTS

- If you want to add a new “PAYEE”, select the “Payee” tab located in your Bill Pay application or speak to a service representative.
- You may add a new fixed payment to a “Payee” by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the service.
- The Financial Institution reserves the right to refuse the designation of a “Payee” for any reason.
- You may pay any “Payee” with-in the United States (including U.S. territories and APO’s).
- The Financial Institution is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

### THE BILL PAYING PROCESS

Single Payments – a single payment will be debited from your

account on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's payment date, provided the payment is submitted prior to the daily cut-off time on that date. When selecting a payment date the system will also calculate a deliver by date depending on if the payment can go electronically or by physical check, regardless of the deliver by date the payment will come out of your account on the payment date. The daily cut-off time, which is controlled by the Financial Institution, is currently 2:00PM Eastern Time.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's payment date, the payment will be processed on the first business day following the designated payment date.

**Recurring Payments** - When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date.
- If the recurring payment's "Pay After" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date.

**Note:** If your frequency settings for a recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing & that day does not exist in the month of the calculated process date, the last calendar day of that month is used as the calculated process date.

### **SINGLE AND RECURRING PAYMENTS**

The system will calculate the Estimated Deliver By Date of your payment, this is only an estimate, please allow ample time for you payments to reach your "Payees".

### **CANCELLING A PAYMENT**

A bill payment can be changed or cancelled, any time prior to the cutoff time on the scheduled payment date.

### **AVAILABLE FUNDS**

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to the Financial Institution.

- The Financial Institution reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with the above requirement or any other term of this agreement.
- If you do not have sufficient funds in the account and the Financial Institution has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand.
- You further agree the Financial Institution, at its option, may charge any of your accounts with the Financial Institution to cover such payment obligations. The Financial Institution reserves the right to change the cut-off time. You will receive notice if it changes.

### **LIABILITY**

- You are solely responsible for controlling the safekeeping of and access to, your Personal Identification Number (PIN).
- You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
- The Financial Institution is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.
- The Financial Institution is not liable for any failure to make a bill payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a "Payee" for a bill payment.
- The Financial Institution is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Financial Institution's agent.
- In any event, the Financial Institution 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 the Financial Institution has knowledge of the possibility of them.
- The Financial Institution 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 the Financial Institution's reasonable control.

### **AMENDMENT TERMINATION**

The Financial Institution has the right to change this agreement at any time by notice mailed to you at the last physical address shown for the account and or email address on the Financial Institution's records, by posting notice in branches of the Financial Institution, or as otherwise permitted by law.

- The Financial Institution has the right to terminate this agreement at any time.
- You may terminate this agreement by written notice to the Financial Institution.
- The Financial Institution is not responsible for any fixed payment made before the Financial Institution has a reasonable opportunity to act on your termination notice.
- You remain obligated for any payments made by the Financial Institution on your behalf.

### **SERVICE FEES**

**The fee for the Bill Paying Service is: If you make less than three payments in any month, you will be charged a \$5.00 fee for that month, free unlimited transactions above the minimum.** Additional charges for customer requested services and other items: (There will be no charge for any item if needed to correct a Financial Institution error.)

- Written Correspondence to "Payee" : \$10.00
- Per proof of payment not necessitated by a dispute: \$10.00
- Payments returned due to customer error: \$5.00
- Rush Payment Reinstatement Fee\*: \$50.00
- Cancellation Fee\*\*: \$7.50
- ACH Return Fee: \$29.99
- Express Mail correspondence: \$15.00
- Overdraft Fee: \$30.00 per Overdraft Item
- Overnight Fee: \$14.95
- 2nd Day Fee: \$9.95
- Charitable Donations: \$1.99
- Gift Pay: \$2.99

The Financial Institution reserves the right to charge you for research time involving payments no longer available in your

screen history.

You will be informed of any such charges before they are incurred. Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement (received when you opened your account), which discloses important information concerning your rights and obligations.

*\*If there are Not Sufficient Funds in the account to pay a Rush Payment fee, the Rush Payment service may be disabled. The fee above may be charged to reinstate this service.*

*\*\*A fee may be assessed when cancelling a payment that has already begun processing, but has not yet been sent to the payee.*

## 7. MOBILE BANKING:

a. MCFCU will use reasonable efforts to make Mobile Banking available for my use on a continuous basis. Mobile Banking may be unavailable for short periods of time for regular or emergency system maintenance. Accessibility to Mobile Banking may be interrupted because of conditions beyond MCFCU's control, including outages in Internet availability or any issues related to my ability to connect to the relevant cellular network. MCFCU does not promise Mobile Banking will always be available for my use. MCFCU may elect to discontinue Mobile Banking at any time. MCFCU reserves the right at all times to take actions to protect its systems and information, including denial of access to users of Mobile Banking.

b. MCFCU will use reasonable efforts to keep information in Mobile Banking current and accurate. Although Mobile Banking is expected to correctly reflect account activity, it is possible that Mobile Banking may have data errors. In such event, account records maintained by MCFCU, which may include information in addition to the information available from Mobile Banking, are the final and conclusive records for bank accounts. I can review my deposit account agreement for further details.

c. MCFCU will use reasonable efforts to secure Mobile Banking to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite MCFCU's efforts, the security of Mobile Banking could be compromised or third parties could introduce malicious code. MCFCU will provide me with notice if my information is the subject of a security breach involving MCFCU'S facilities as required by applicable law.

d. I may cancel my participation in Mobile Banking by calling MCFCU at 716.648.4411.

## 8. MOBILE DEPOSIT:

a. **Limitations of Service.** When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part or your use of the Services, in whole or in part, immediately and at any time without prior notice to you. MCFCU establishes limits that apply to the dollar amount and number of checks that may be deposited using this service. You may deposit up to \$10,000 in one business day. MCFCU reserves the right to modify such limits from time to time.

b. **Eligible items.** I will scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to MCFCU, it is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

c. **Ineligible items.** I agree that I will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account into which the check is being deposited;
- Checks containing an alteration on the front of the check or item, or which I know or suspect, or should know or suspect are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks payable jointly, unless deposited into an account in the name of all payees;
- Checks previously converted to a substitute check, as defined in Reg. CC;
- Checks drawn on a financial institution located outside the United States;
- Checks that are remotely created checks, as defined in Reg. CC;
- Checks not payable in United States currency;
- Checks dated more than 6 months prior to the date of deposit;
- Checks that are postdated in advance of the current business date
- Checks or items prohibited by MCFCU's current procedures which are otherwise not acceptable under the terms of my MCFCU account;
- Checks payable on sight or payable through Drafts, as defined in Reg. CC;
- Checks with any endorsement on the back other than that specified in this agreement;
- Checks that have previously been submitted through the remote deposit capture service offered by MCFCU or any other financial institution.

• **Endorsements and Procedures.** I agree to properly endorse the check transmitted through the Service. MCFCU requires signing your name and writing "For Mobile deposit only" beneath your signature. I will follow any and all other procedures and instructions as MCFCU may establish from time to time.

• **Receipt of Items.** MCFCU reserves the right to reject any item, at its discretion, without liability. MCFCU is not responsible for items that MCFCU does not receive or for images that are dropped during transmission. An image of an item shall be deemed received when I receive a confirmation from MCFCU that MCFCU has received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to my account. MCFCU further reserves the right to charge back to my account at any time; any item that MCFCU subsequently determines was not an eligible item. I agree that MCFCU is not liable for any loss, costs, or fees I may incur as a result of our chargeback of an ineligible item.

• **Availability of Funds.** Deposits submitted and approved prior to 4pm (EST) M-F will be available the next business day. Deposits made after 4pm (EST) M-F, on Saturdays and Sundays or bank Holidays will be available in two business

days after the date of their deposit. Please see Availability of Funds Disclosure provided to you upon account opening for additional holds that may apply to checks deposited.

- **Disposal of Transmitted Items.** Upon my receipt of a notification from MCFCU that MCFCU has approved an image that I have transmitted and it has been processed to my account, I will retain the check for at least 15 calendar days from the date of the image transmission. And, I agree never to represent the item. After 15 days, I will destroy the check that I transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, I will promptly provide it to MCFCU upon request.

- **Deposit Limits.** I understand that MCFCU may establish limits on the dollar amount and/or number of items or deposits. If I attempt to initiate a deposit in excess of these limits, MCFCU may reject my deposit. If MCFCU allows me to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and MCFCU will not be obligated to allow such a deposit at other times.

- **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in MCFCU'S sole discretion subject to the agreement governing the affected account.

- By using remote deposit capture services, I accept the risk that an item may be intercepted or misdirected during transmission. MCFCU bears no liability to me or others for any such intercepted or misdirected items or information disclosed through such errors.

- **Image Quality.** The image of an item transmitted to MCFCU using the Services must be legible, as determined in the sole discretion of MCFCU. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by MCFCU, ANSI, and the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

**9. DOCUMENTATION:** I understand that: a. I will get a monthly statement from MCFCU for each account if there is an electronic banking transaction to or from that account in that month. In any case I will get a statement at least quarterly.

#### **10. CUT OFF TIMES FOR ONLINE BANKING**

**TRANSACTIONS:** I understand that any transfer or Stop Payment request made through the Online Banking System prior to 8:00 PM Eastern Standard Time (EST) M – F, will be posted on the same business day. Any transfer or Stop Payment request that occurs after 8:00 PM (EST) M-F will be posted on the next business day.

**11. AMENDMENTS:** I agree that from time to time MCFCU may amend or change the terms of this Agreement including amendments or changes to the Online Banking System or to amend or change the charges for these services. MCFCU may do so by notifying me in writing of such amendments or changes and my use of the Online Banking System after the effective date of any such amendments or changes shall constitute my acceptance of and agreement to such amendments or changes.

**12. COOPERATION:** I will cooperate with MCFCU in the investigation of unusual transactions, poor quality transmissions, and resolution of claims, including by providing, upon request and without further cost, any originals or copies of items deposited in my possession and my records relating to such items, transmissions and other transactions.

**13. DISCLOSURES:** I hereby acknowledge my rights to use the Online Banking System under this agreement as well as the terms and agreements originally disclosed to me at the time I opened my MCFCU accounts. This includes, but is not limited to, the Deposit Account Agreement, the Funds Availability Disclosure, the Electronic Funds Transfer Disclosure, Protecting the Privacy of Customer Information and all material disclosures regarding the operations of loan accounts.

**14. ACCEPTANCE of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website(s) by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, MCFCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.