

**GENISYS CREDIT UNION**  
**ONLINE AND MOBILE BANKING AGREEMENT AND DISCLOSURE**

This Online and Mobile Banking Agreement and Disclosure ("Agreement") provides information about and states the terms and conditions for the Online and Mobile Banking electronic products and services offered by Genisys Credit Union (the "Credit Union") and its third-party licensors ("Licensors"). This Agreement shall be an addendum to the existing Electronic Funds Transfer Agreement and Disclosure that you have previously entered into with the Credit Union. The terms and conditions of your Membership and Account Agreement and any disclosures as well as any other agreements with the Credit Union shall remain in full force and effect notwithstanding any provision in this Agreement to the contrary. In the event of an inconsistency between this Agreement and any of the other referenced documents, this Agreement shall control to the extent of the inconsistency.

In this Agreement, the words "you" and "yours" mean those who submit a request for access to Online and/or Mobile Banking and any authorized users. In this Agreement the words "we" and "us" and "our" and "ours" mean Genisys Credit Union. The word "account(s)" means any one or more savings, checking and loan accounts you have with the Credit Union.

By making a request for or using Online and/or Mobile Banking or any other electronic service that we now offer or may offer to you in the future (collectively, "Electronic Services"), you agree to the terms and conditions of this Agreement, and any amendments hereto as may be made from time to time. The terms of this Agreement apply to both consumer and business members, except as specifically provided in this Agreement.

**1. Access to Accounts.** By enrolling in or using the Electronic Services, you certify you are an owner, joint owner or custodian on the accounts represented in your enrollment. Access to Electronic Services is set at an individual level. Owners, joint owners and custodians on the accounts should register using their own unique information to create unique login credentials. You understand that all owners of your accounts or anyone with whom you share your username, password or any access code ("Credentials") will be an Authorized User, and that authority will be considered unlimited in amount and manner with full authority to perform all transactions relating to the stated accounts, until you notify the Credit Union, in writing of the revocation of such authority. You agree that you are and will remain fully responsible for any transactions made by such persons on your accounts except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

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

**2. Online Banking.** You may use an internet accessible device to access your accounts. You must use your Credentials to access your accounts. Online Banking is accessible seven (7) days a week. Online Banking may be unavailable during brief maintenance periods. To access Online Banking you will need an internet accessible device and a web browser, or you may use our iOS or Android application on a supported device. The online address for Online Banking is [www.genisyscu.org](http://www.genisyscu.org). Our applications can be downloaded from iTunes and Google Play. You are responsible for the installation, maintenance and operation of your computer, internet connection and service. The Credit Union will not be responsible for any errors or failures involving any internet service, phone, tablet, or other devices.

**a. Use of Online Banking.** At the present time, you may use Online Banking to:

- Transfer available funds between your savings, checking, and loan accounts, as allowed, including loan payments.
- Transfer available funds to accounts of other members with required information.
- Review savings and checking actual and available account balances, transaction history and dividend information.
- Review loan account balance, transaction history, payment dates and finance charges.
- Initiate requests for wires, remote deposit capture and loan applications.
- Review available copies of cleared checks, eStatements and tax information.
- Initiate bill payments from your checking account using the Bill Payment service, when enrolled.
- Communicate with the Credit Union using secure messaging).
- Open Savings and Certificate accounts.

Transactions involving your deposit accounts will be subject to the terms and conditions of your Membership and Account Agreement and Truth in Savings Disclosures. Transactions involving your loan accounts will be subject to your Loan Agreement and Disclosures.

Online Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Online Banking before you actually do so. You also accept responsibility for making sure that you know how to properly use your device and the Online Banking software required to use Online Banking. The Online Banking software may be provided by a service provider not affiliated with the Credit Union and you are solely responsible for entering a license agreement to use the software.

**b. Relationship to Other Agreements.** You agree that when you use Online Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carriers or providers, and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Online Banking, and you agree to be solely responsible for all such fees, limitations and restrictions. You agree to resolve any problems with your service carriers or providers without involving us. You also agree that if you have any problems with Online Banking, you will contact us directly.

**c. Service Limitations & Requirements.** The following limitations and requirements on Online Banking transactions may apply:

- i. Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Online Banking. You represent and agree that all information you provide to us in connection with Online Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating Online Banking. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- ii. Proprietary Rights. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Online Banking technology, including, but not limited to, any Online Banking software or other mobile phone applications associated with Online Banking.
- iii. User Conduct. You agree not to use Online Banking or the content or information delivered through Online 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 Online Banking software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of online or mobile access 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

third-party service providers ("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 Online Banking; (i) interfere with or disrupt the use of Online Banking by any other user; or (k) use Online Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

- iv. No Commercial Use or Resale. You agree that Online Banking is for personal use only. You agree not to resell or make commercial use of Online Banking.
- v. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate the Credit Union and our Service Providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your improper use of Online Banking or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.
- vi. Additional Service Limitations. Neither we nor our Service Providers can always foresee or anticipate technical or other difficulties related to Online Banking.
- vii. Third Party Beneficiary. You agree that our Service Providers (including any provider of software) may rely upon your agreements and representations, set forth in this subsection, and such Service Providers are, for the purposes of this subsection, third party beneficiaries with the power to enforce those provisions against you, as applicable.
- viii. Transaction Authorization. You authorize us to debit your account for any transactions processed through Online Banking, and for any fees incurred. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts at the Credit Union or elsewhere, in order to correct any erroneous transaction. You agree to cooperate with any action to reverse a transaction that was made in error and to offset any benefit you receive against any loss we suffer.
- ix. Transfers. At the present time, it is the Credit Union's policy to permit you to 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 may be limited by the Credit Union. Please contact the Credit Union for information regarding these limits. The Credit Union specifically reserves the right to amend its current policy and impose additional limitations on transfers or withdrawals. For security purposes, Home Equity advances have a dollar limit per advance. For additional information on this limit, please contact a Financial Service Representative. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient available funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.
- x. Account Information. The actual and available account balances and transaction history may be limited to recent account information. Availability of funds for transfer or withdrawal may be limited due to the processing time required for debit card transactions and our Funds Availability Policy. For information on how we calculate your actual and available account balances, please refer to your Membership and Account Agreement.
- xi. E-mail. You may use e-mail to send messages to us. E-mail may not, however, be used to initiate a transfer on your account. The Credit Union may not immediately receive e-mail communications sent by you; therefore, the Credit Union will not take action based on e-mail requests until we receive your e-mail and have had a reasonable opportunity to act. You should refrain from sending confidential account or personal information through a non-secure e-mail connection. Contact the Credit Union immediately regarding any unauthorized transaction or stop payment request; call the Credit Union at (248)322-9800 ext. 5.

**3. Mobile Banking Services.** Mobile Banking is a personal financial information management service that allows you to access account information and make financial transactions as offered using compatible and supported mobile phones and/or other compatible and supported wireless devices. We reserve the right to modify the scope of the Mobile Banking services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming

**a. Use of Services.** At the present time, you may use Mobile Banking to:

- Transfer available funds between your savings, checking, and loan accounts, as allowed, including loan payments.
- Transfer available funds to accounts of other members with required information.
- Review savings and checking actual and available account balances, transaction history and dividend information.
- Review loan account balance, transaction history and finance charges.
- Initiate requests for remote deposit capture and loan applications.
- Review available copies of cleared checks, eStatements and tax information.
- Initiate bill payments from your checking account using the Bill Payment service, when enrolled.
- Communicate with the Credit Union using secured messaging
- Open Savings and Certificate accounts.

Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so. You also accept responsibility for making sure that you know how to properly use your wireless device and the Mobile Banking software required to use Mobile Banking. Mobile Banking software may be provided by a Service Provider not affiliated with the Credit Union and you are solely responsible for entering a license agreement to use the software.

**b. Relationship to Other Agreements.** You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carriers or providers, and that this Agreement does not amend or supersede any of those agreements. 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 Mobile Banking software, receiving or sending Mobile Banking text messages, or other use of your Wireless device when using the Mobile Banking 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.

**c. Mobile Banking Service Limitations and Conditions.** When you use the Mobile Banking service to access accounts, you agree to the following limitations and conditions:

- i. Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Mobile Banking service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

- ii. Proprietary Rights. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Mobile Banking software or other mobile phone applications associated with Mobile Banking.
- iii. User Conduct. 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; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Access 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.
- iv. No Commercial Use or Resale. You agree that Mobile Banking is for personal use only. You agree not to resell or make commercial use of Mobile Banking.
- v. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate the Credit Union and our Service Providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your improper use of Mobile Banking or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.
- vi. Additional Service Limitations. Neither we nor our Service Providers can always foresee or anticipate technical or other difficulties related to Mobile Banking.
- vii. Third Party Beneficiary. You agree that our Service Providers (including any provider of Mobile Banking software) may rely upon your agreements and representations, set forth in this subsection, and such Service Providers are, for the purposes of this subsection, third party beneficiaries with the power to enforce those provisions against you, as applicable.
- viii. Transaction Authorization. You authorize us to debit your account for any transactions processed through Mobile Banking, and for any fees incurred. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts at the Credit Union or elsewhere, in order to correct any erroneous transaction. You agree to cooperate with any action to reverse a transaction that was made in error and to offset any benefit you receive against any loss we suffer.
- ix. Transfers. At the present time, it is the Credit Union's policy to permit you to 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 may be limited by the Credit Union. Please contact the Credit Union for information regarding these limits. The Credit Union specifically reserves the right to amend its current policy and impose additional limitations on transfers or withdrawals. For security purposes, Home Equity advances have a dollar limit per advance. For additional information on this limit, please contact a Financial Service Representative. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient available funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.

- x. Account Information. The actual and available account balances and transaction history may be limited to recent account information. Availability of funds for transfer or withdrawal may be limited due to the processing time required for debit card transactions and our Funds Availability Policy. For information on how we calculate your actual and available account balances, please refer to your Membership and Account Agreement.
- xi. E-mail. You may use e-mail to send messages to us. E-mail may not, however, be used to initiate a transfer on your account. The Credit Union may not immediately receive e-mail communications sent by you; therefore, the Credit Union will not take action based on e-mail requests until we receive your e-mail and have had a reasonable opportunity to act. You should refrain from sending confidential account or personal information through a non-secure e-mail connection. Contact the Credit Union immediately regarding any unauthorized transaction or stop payment request; call the Credit Union at (248)322-9800 ext. 5

**4. eAlerts.** The eAlerts are a tool for managing accounts. eAlerts can be established through the Online or Mobile Banking Services to provide account information such as: deposit account available balance, loan payment due date, certificate maturity date, check clearing and debit card transactions. However, do not rely solely on eAlerts for account information. Although the Credit Union makes every effort to ensure eAlerts are delivered as expected, there are conditions that may make the eAlerts unreliable such as, but not limited to: spam filters, relay detectors, inaccurate or obsolete email addresses, network or system failures, etc. eAlerts are designed to give you timely notice of specific events, but it may not always provide immediate notice. Balances shown on eAlerts reflect your available balance, not your actual account balances. The Credit Union recommends that the eAlert service be tested prior to regular use to identify any limiting conditions that may be present. The Credit Union does not guarantee the delivery of any account alert. Text and data fees may apply when using this service.

Your use of Genisys eAlerts is at your own risk. Under no circumstances shall the Credit Union be liable for any type of damage including fees resulting in any way from your use or reliance upon the eAlerts Service or the contents of specific eAlerts. We assume no responsibility for the timeliness, accuracy, reliability, deletion, misdelivery or completeness of any eAlerts we may send you. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information, you agree to contact us by phone directly or by accessing Online or Mobile Banking.

**5. Bill Pay Services Additional Terms.** The Credit Union offers Bill Pay Services through a Service Provider. To apply for and enroll in our Bill Pay Service, you must agree to additional terms and conditions of service. You may review those additional terms and conditions of service by clicking on the Bill Pay menu option within Online and Mobile Banking..

**6. Popmoney Payments Service Additional Terms.** The Credit Union offers Popmoney Payments through a Service Provider. To apply for and enroll in Popmoney, you must agree to additional terms and conditions of service. You may review those additional terms and conditions of service by clicking on the Popmoney menu within Online and Mobile Banking. Popmoney is a trademark of CashEdge Inc. or its Affiliates.

**7. Online Deposit Service Additional Terms.** The Credit Union offers an Online Deposit Service which permits you to make deposits to your accounts using compatible and supported mobile phones and/or other compatible and supported mobile devices or a desktop scanner. The Credit Union offers this service through a Service Provider. In order to use our Online Deposit Service, you must agree to additional terms and conditions of service. You may review those additional terms and conditions of service by clicking on the Online Deposit menu within Online and Mobile Banking.

**8. Incoming Loan Payment Additional Terms.** The Credit Union offers a service whereby you can make payments on your Credit Union loan account(s) by using a debit or credit card issued to you by a financial institution other than the Credit Union, or by "eCheck" using an account and routing number for

an account held in your name at another financial institution. This service is offered through a Service Provider. To apply for and enroll in Incoming Loan Payment you must agree to additional terms and conditions of service. You may review those additional terms and conditions of service by clicking on the Incoming Loan Payment menu option within Online and Mobile Banking.

**9. Conditions of Service Use.** Your use of Electronic Services offered through the Credit Union is subject to the following additional terms and conditions:

**a. Authorized Access.** If you authorize anyone to access or use your account, Credentials or other access device, you understand that person may access and use the Electronic Services to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your Credentials and you agree that the use of your Credentials will have the same effect as your signature authorizing transactions. If you authorize anyone to access or use your Credentials in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union immediately and the Credit Union has time to act upon your instructions. 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.

**b. Security of Credentials.** Any Credentials that you select are for your security. Your Credentials are confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Credentials. You agree not to disclose or otherwise make your Credentials available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your Credentials, you understand that person may use the Electronic Services to review all of your account information and make account transactions. Also, you are responsible for all bill payments, transfers or other transactions you authorize using the Electronic Services. Therefore, we are entitled to act on transaction instructions received using your Credentials and you agree that the use of your password and/or credentials will have the same effect as your signature authorizing transactions. For anyone you authorize to use your Credentials 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 Credentials are changed. If you fail to maintain or change the security of your Credentials and the Credit Union suffers a loss, we may terminate your ability to use Electronic Services immediately.

**c. Joint Accounts.** If any of the accounts that you register in the Electronic Services is a joint account, you represent that your joint account holder has consented for you to use that account. We will end your use of any Electronic Services if any joint account holder notifies us that (i) they never consented to your use of the Electronic Services, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

**d. Acceptable Use.** You may not use the Electronic 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 the Electronic Services 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 use of Electronic Services may only be conducted for legal transactions. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Electronic Services, regardless of the purpose of the use, and for all communications you send through the Electronic Services. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Electronic Services for communications or activities that: (a) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right

of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Electronic Service or the portion of the website through which the Electronic Services are offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Electronic Service, or interfere or attempt to interfere, with the website or the Electronic Services; or (j) may cause us or our Service Providers to lose any of the services from our internet Service Providers, payment processors, or other vendors.

**10. Member Liability.** Except as may otherwise be required by law, you are solely responsible for all transfers you authorize using the Electronic Services under this Agreement. If you permit other persons to use an Electronic Service, access device, and/or Credentials, you are responsible for any transactions they authorize or conduct on any of your Accounts.

**11. Fees and Charges.** The fees and charges for the Electronic Services are outlined in this Agreement and on the Fee Schedule. We may change our Fee Schedule at any time. If we make a change, you will be notified in writing as required by applicable law.

**a. Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE EXTENT PERMITTED BY LAW, THE CREDIT UNION AND ITS THIRD-PARTY LICENSORS AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NEITHER THE CREDIT UNION NOR ITS LICENSORS AND SERVICE PROVIDERS WARRANT THAT THE ELECTRONIC SERVICES WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR WILL MEET YOUR REQUIREMENTS. NEITHER THE CREDIT UNION NOR ITS LICENSORS MAKE ANY WARRANTY WHATSOEVER WITH RESPECT TO ANY THIRD-PARTY SOFTWARE, OR ANY HARDWARE OR OTHER MATERIALS NOT PROVIDED BY THE CREDIT UNION AND/OR ITS LICENSORS AND SERVICE PROVIDERS. NEITHER THE CREDIT UNION NOR ITS LICENSORS OR SERVICE PROVIDERS HAVE ANY OBLIGATION TO MAINTAIN OR SUPPORT THE ELECTRONIC SERVICES EXCEPT AS EXPRESSLY PROVIDED HEREIN.

**12. Limitation of Liability.** YOU AGREE THAT EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE ENTIRE LIABILITY OF THE CREDIT UNION AND/OR ITS LICENSORS AND SERVICE PROVIDERS IN ANY ACTION BASED IN CONTRACT, TORT, WARRANTY OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF YOUR ACTUAL DAMAGES OR \$100.00, WHICHEVER AMOUNT IS LESS. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY WILL THE CREDIT UNION, ITS LICENSORS, SERVICE PROVIDERS, OR THEIR SUPPLIERS OR RESELLERS, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, BUSINESS INTERRUPTIONS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER PERSONAL OR COMMERCIAL DAMAGES OR LOSSES ARISING FROM THE USE OR INABILITY TO USE THE ELECTRONIC SERVICES (WHETHER OR NOT DUE TO DEFECTS THEREIN). IN NO EVENT WILL THE CREDIT UNION AND/OR ITS LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY DAMAGES EVEN IF THE CREDIT UNION AND/OR ITS LICENSORS AND SERVICE PROVIDERS SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM THE CREDIT UNION'S OR LICENSORS'/SERVICE PROVIDERS' NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION.



**13. Indemnification.** You agree to defend, indemnify, and hold harmless the Credit Union, its Licensors and Service Providers, their suppliers and their resellers from and against any liabilities, costs, damages and expenses (including settlement costs and reasonable attorneys' fees) arising from any and all claims from any person or entity resulting from or relating to your use of the Electronic Services.

**14. Notices to You.** You agree that we may provide notice to you by posting it on the website, sending you an in-product message within the Electronic Services, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Electronic Services setup or member profile. For example, users of Electronic Services may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us by phone at (248) 322-9800, ext. 5 or (800) 521-8440, ext. 5 if outside the (248) area code; in writing to Genisys Credit Union, P.O. Box 436034, Pontiac, MI 48343-6034; or by visiting any Genisys Credit Union branch. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Electronic Services if you withdraw your consent to receive electronic communications.

**15. Text Messages, Calls and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for account servicing and collection purposes (including identify verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

**16. Termination of Services.** You agree that we may terminate this Agreement and the Electronic Services, if you, or any authorized user of the Electronic Services or your Credentials 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. In addition, we reserve the right to terminate the Electronic Services if you fail to use the Electronic Services or more than two consecutive months. 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. However, monthly fees, when applicable, will apply for any partial month with no prorating. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**17. Amendments.** The Credit Union reserves the right to change the terms and conditions upon which Electronic Services are offered. The Credit Union will notify you before the effective date of any change, as required by law. Use of Electronic Services is subject to existing regulations governing your Credit Union accounts and any future changes to those regulations.

**18. Service Providers.** We may offer the Electronic Services through one or more Service Providers with whom we have contracted. You agree that we have the right under this Agreement to delegate to our Service Providers certain rights and performance obligations that we have under this Agreement, and that our Service Providers will be intended third party beneficiaries of this Agreement and will be entitled to the applicable rights and protections that this Agreement provides to us.

**19. Intellectual Property.** All marks and logos related to the Electronic Services under this Agreement are either trademarks or registered trademarks of us or our licensors or Service Providers. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent. All right, title and interest in and to the Electronic Services, the portion of the website through which the Electronic Services are offered, the technology related to the website and the Electronic Services, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors and Service Providers.

**20. Enforcement; Arbitration.** This Agreement is subject to the Resolution of Disputes by Arbitration provision of the Membership and Account Agreement. Except as may otherwise be provided in the Resolution of Disputes by Arbitration provision, you agree as follows:

- You are 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 Michigan 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 to, subject to Michigan law, 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

If you are in breach of this Agreement or any other loan or service agreement with the Credit Union or we suspect fraudulent activity on your account, the Credit Union may without prior notice restrict access to your accounts or suspend your Electronic Services or access devices, including ATM or debit cards and Online or Mobile banking services. Such restrictions may continue until you cure any breach condition or any fraud condition is resolved.

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.

**21. No Waiver.** We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**22. Complete Agreement, Severability, Captions, and Survival.** You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Electronic Service and the portion of the platforms through which the Electronic Services are offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Any terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

