

**GENISYS CREDIT UNION  
ELECTRONIC SERVICES AGREEMENT**

This Agreement is the contract, which covers your and our rights and responsibilities concerning the electronic services offered to you by Genisys Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who submit a request for access to an Electronic Service 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 Banking, Mobile Banking, Bill Payments, Electronic Funds Transfers (EFT) and Mobile/Online Deposit Service ("Electronic Services"), you agree to the terms and conditions of this Agreement, and any amendments. 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 Password or any access code 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.

**2. Online Banking.** You may use an internet accessible device to access your accounts. You must use your user name along with your password to access your accounts. Online Banking is accessible seven (7) days a week. The Services may be unavailable during brief maintenance periods. To access the Services you will need an internet accessible device and a web browser (such as Firefox, Chrome or Microsoft Internet Explorer), 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.

At the present time, you may use Online Banking to:

- Transfer funds between your savings, checking, and loan accounts, as allowed, including loan payments.
- Transfer funds to accounts of other members with required information.
- Review savings and checking account balance, 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 electronic mail (e-mail).
- Open Savings and Certificate accounts.

Transactions involving your savings and checking accounts will be subject to the terms 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. The Credit Union does not make any warranty, express or implied, to you regarding Quicken products (Quickbooks or Quicken) or any other

software programs including but not limited to any warranty of merchantability or fitness for a particular purpose.

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

- i. 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.
- ii. Transfers. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. 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 or unavailable 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.
- iii. Account Information. The account balance 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.
- iv. 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 funds between your savings, checking, and loan accounts, as allowed, including loan payments.
- Transfer funds to accounts of other members with required information.
- Review savings and checking account balance, 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 and tax information.
- Initiate bill payments from your checking account using the Bill Payment service, when enrolled.
- Communicate with the Credit Union using electronic mail (e-mail).
- 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 (“Software”) required to use the Mobile Banking Service. The 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 carrier or provider 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 Software, receiving or sending Mobile Banking text messages, or other use of your Wireless 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.

**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 Software or other mobile phone applications associated with the Mobile Banking service.
- 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 the Mobile Banking services are 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 us and 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 the Mobile Banking software 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 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.

**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 Balance, Loan Payment Due Date, Certificate Maturing, Checks clearing and debit card transactions. However, do not rely solely on eAlerts for account information. Although the Credit Union makes every effort to ensure alerts are delivered as expected, there are conditions that may make the alerts unreliable such as, but not limited to: spam filters, relay detectors, inaccurate or obsolete email addresses, network or system failures, etc. The eAlerts are designed to give you timely notice of specific events, it may not always provide immediate notice. Balances shown on eAlerts may not reflect actual available balances. The Credit Union recommends that the 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 Genisys CU 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, miss-delivery 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.** When you apply for the bill payment service ("Bill Pay") you must designate your checking account as the account from which payments that you authorize will be deducted. We reserve the right to not allow the designation of a particular merchant or institution. Your enrollment in Bill Pay may not be fulfilled if we cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account, we may issue offsetting debits and credits to the Payment Account and require confirmation of these transactions from you. Through your enrollment in Bill Pay, you agree that we may request and review your credit report from a credit reporting agency. In addition, you agree that we may obtain financial information regarding your account from a payee or your financial institution to resolve payment posting problems or for verification.

**a. Service Access.** Upon approval, you may use your personal computer or mobile device to access your accounts. You must use your username along with your security code to access your accounts. The Bill Pay 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 Bill Pay services may not be available due to system maintenance. You will need a personal computer, Internet access and an appropriate web browser (such as Safari, Google Chrome or Microsoft Internet Explorer). You are responsible for the installation,

maintenance and operation of your computer. The Credit Union will not be responsible for any errors or failures involving any internet service provider, telephone service or your equipment.

**b. Service Definitions.**

"Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Credit Union for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments and service fees will be debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Bill Pay Service but has not begun processing.

"Service Provider" means companies that we have engaged (and their affiliates) to render some or all of the services to you on our behalf.

**c. Payment Scheduling.** The earliest possible Scheduled Payment Date for each Payee will be designated within the application when you are scheduling the payment. Therefore, you will not be permitted to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Payee. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Due Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period. Depending on the method of payment, your Payment Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Payee immediately deposits the draft, your Payment Account may be debited earlier than the Scheduled Payment Date

**d. Bill Pay Transactions.** You authorize us to process Bill Pay transactions from your checking account. You or any persons who you have authorized to use your Bill Pay service or Password can perform the following Bill Pay transactions:

- Make Bill Payments. Pay any designated merchant, institution or individual in accordance with this agreement, a fixed recurring amount or a variable amount from your designated checking account.
- Obtain Information. Obtain information (payee information, payment status information, etc.) about your bill payment account status.
- Bill Pay Payment Transactions. You authorize us to process bill payments from your designated account. You may use the Bill Pay service to initiate different types of payment transactions.

**e. Payment Transactions.** You may use Bill Pay to initiate two different types of bill payment transactions:

- "Single" payments are payments scheduled one-time, for an amount on a date you schedule, which should be at least 3 business days before the date your payment is due to assure a timely payment.
- "Recurring" payments are payments that reoccur on a preset date with a fixed amount. You have the option in Bill Pay to set recurring payments with a specific stop date.

**f. Number and Authorized Payees.** You may schedule payments with unlimited payees located in the United States. You may not make payments to federal, state or local governments or other categories of payees we designate from time to time. When you submit a Bill Pay transaction, you authorize us to transfer funds from your checking account. We will process Bill Pay transactions only to those payees the Credit Union has designated, payees you authorize and payees for whom the Credit Union has the proper payee account number. The Credit Union will not process any Bill Pay 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 process the Bill Pay transaction, we may refuse to process the transaction or we may process the transaction and transfer funds from any overdraft protection account you have authorized. The Credit Union reserves the right to refuse to process transactions that reasonably appear to the Credit Union to be fraudulent or erroneous.

**g. Service Guarantee.** Due to circumstances beyond the control of the Credit Union, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. The Credit Union will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

**h. Bill Payment Authorization and Payment Remittance.** By providing the Credit Union with names and account information of Payees to whom you wish to direct payments, you authorize the Credit Union to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Credit Union may edit or alter payment data or data formats in accordance with Payee directives.

When the Credit Union receives a Payment Instruction, you authorize the Credit Union and its processing agents to debit your Payment Account and remit funds on your behalf so that the funds arrive as soon as reasonably possible after the Scheduled Payment Date designated by you. You also authorize the Credit Union and its processing agents to credit your Payment Account for payments returned to the Credit Union by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Bill Pay Service.

The Credit Union will use its best efforts to make all your payments properly. However, the Credit Union shall incur no liability and any Service Guarantee under Section 5.g. shall be void if the Credit Union is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of the Credit Union, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- The payment processing center is not working properly and you know or have been advised by the Credit Union about the malfunction before you execute the transaction;
- You have not provided the Credit Union with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,

- iv. Circumstances beyond control of the Credit Union (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Credit Union has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Credit Union causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Credit Union shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

**i. Payment Methods.** The Credit Union reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Payee are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

**j. Failed or Returned Payment Instructions.** In using the Bill Pay service, you are requesting that we or our Service Provider attempt to make payments for you from your Payment Account. If the Payment Instruction cannot be completed for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account, or the Payment Instruction would exceed the overdraft protection limit of your Payment Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Payment Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- i. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft protection associated with, your Payment Account to allow the debit processing to be completed;
- ii. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Payment Account, or the transaction would exceed the overdraft protection limit of your Payment Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Payment Account, including by ACH debit;

**k. Payment Cancellation or Changing Bill Pay Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the credit union has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted. If you discover an error or want to change a transaction (i.e. payment date or payment amount) for a Bill Pay transaction you have already submitted you may electronically edit or cancel your transaction through Bill Pay. Your cancellation or change request must be submitted through Bill Pay before the payment is withdrawn from the account. If your transaction is not canceled in a timely manner, you will be responsible for the payment.

**l. Stop Payment Requests.** The Credit Union's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Credit Union may also not

have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service at 844-699-0036. Although the Credit Union will make every effort to accommodate your request, the Credit Union will have no liability for failing to do so. The Credit Union may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

**m. Prohibited Payments.** The following types of payments are prohibited through the Bill Pay Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- Payments that violate any law, statute, ordinance or regulation; and
- Payments that violate the Acceptable Use terms in Section 15.f.
- Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services.

**n. Exception Payments.** Tax payments and court ordered payments may be scheduled through the Bill Pay Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Credit Union be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Credit Union. The Credit Union has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, misposted or misdirected payments will be the sole responsibility of you and not of the Credit Union.

**o. Bill Delivery and Presentment.** The Service includes a feature that electronically presents you with electronic bill from select Payees. Electronic bills may not be available from all Payees and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Pay Service electronic bill options, you also agree to the following:



- i. Presentation of electronic bills. You will receive electronic bills from a Payee only if both: (a) you have designated it in the Bill Pay Service as one of your Payees, and (b) the Payee has arranged with our Service Provider to deliver electronic bills. The Bill Pay Service may then present you with electronic bills from that Payee if either: (1) you affirmatively elect online within the Bill Pay Service to receive electronic bills from the Payee, or (2) the Payee chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect online within the Bill Pay Service to stop receiving electronic bills from a Payee. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Payee basis. The Bill Pay Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Payee, you may be presented with terms from that Payee for your acceptance. We are not a party to such terms.
- ii. Paper Copies of electronic bills. If you start receiving electronic bills from a Payee, the Payee may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. Check with the individual Payee regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
- iii. Sharing Information with Payees. You authorize us to share identifying personal information about you (such as name, address, telephone number, Payee account number) with companies that you have identified as your Payees and which we have identified as offering electronic bills for purposes of matching your identity on the Bill Pay Service's records and the Payee's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.
- iv. Information held by the Payee. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses that is held by the Payee. Any changes will require you to contact the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Payee, provide to the Payee your email address, service address, or other data specifically requested by the Payee for purposes of the Payee matching your identity against its records or informing you about the Payee's services and/or bill information.
- v. Activation. We will notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.
- vi. Authorization to obtain bill data. You authorize us to obtain bill data from your Payees that you have requested to send you electronic bills, and from your Payees that wish to send you trial electronic bills. For some Payees, you will be asked to provide us with your user name and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your bill data.
- vii. Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Pay Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

- viii. Cancellation of electronic bill notification. The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. We will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation
- ix. Non-Delivery of electronic bill(s). You agree to hold us harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.
- x. Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Payee by you.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

**p. Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Bill Pay Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Bill Pay Service or Site. Any applicable fees will be charged regardless of whether the Bill Pay Service was used, except for fees that are specifically use-based. Use-based fees for the Bill Pay Service will be charged against the Payment Account. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize the Bill Pay Service to deduct the calculated amount from your designated Payment Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider.

**6. Popmoney Payments Service Additional Terms.** The term "Popmoney Terms" means these Popmoney Payments Service Additional Terms. "Popmoney" is a trademark of CashEdge Inc. or its Affiliates. The Popmoney Service enables you: (1) to initiate a Payment Instruction from an Payment Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Payment Account, in U.S. dollars. Although the ACH Network is often used to execute Popmoney Service Payment Instructions for the Popmoney Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through [www.popmoney.com](http://www.popmoney.com) (the "Popmoney Website") and if you choose to initiate or receive a payment at the Popmoney Website you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Popmoney Website and applicable laws and regulations, in each case as in effect from time to time.

The Instant Payments feature within the Popmoney Service ("Popmoney Instant Payments") uses Payment Networks designed to transfer funds on the same day or sooner, if practicable, to debit or credit funds to the Payment Account of the Receiver, as applicable. Popmoney Instant Payments is only available for Payment Instructions submitted by a Sender to a Receiver (and not via a Popmoney Request). Not all Payment Networks participate in Popmoney Instant Payments. Popmoney Instant Payments are not instantaneous. Payment delivery speed may vary based upon the funds availability policy of each financial institution and Payment Network availability.

**a. Definitions.**

"ACH Network" means the funds transfer system, governed by the NACHA Rules that provides funds transfer services to participating financial institutions.

"Payment Account" is a transaction account (checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information) from which your payments as a Sender will be debited, any Popmoney Service fees will be automatically debited, or to which payments and credits to you will be credited.

"Payment Instruction" is the information provided by the Sender to the Popmoney Service for a payment to be made to a Receiver (such as, but not limited to, name, mobile telephone number, email address, and bank account and routing number information).

"Payment Network" means a payment network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

"Receiver" is a person or business entity that is sent a payment transaction through the Popmoney Service.

"Requestor" is a person that requests an individual to initiate a Payment Instruction through the Popmoney Service.

"Sender" is a person or business entity that sends a payment transaction through the Popmoney Service.

**b. Initiation of Payment Instructions.** You may initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately, (b) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Options (b) and (c) above are not available for Popmoney Instant Payments. Further details about each of these options can be found on the Site. Payment Instructions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her Payment Account, necessary to complete a transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address and/or mobile telephone number) and the Popmoney Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the Receiver at the Popmoney Website and then (ii) provide Payment Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains a Payment Account with an institution that participates in or offers the Popmoney Service, the Receiver may access the Popmoney Service at his or her financial institution's website or mobile application to complete the Payment Instruction and receive the payment.

7. For Popmoney Instant Payments, you can initiate a Payment Instruction using (i) the Receiver's email address or mobile number, and the Popmoney Service will validate the Popmoney Instant Payments eligibility of the Receiver prior to transferring the funds; or (ii) the Receiver's debit card information, and the funds will be immediately deposited into the Receiver's checking or savings account affiliated with the debit card. Not all Payment Networks participate in Popmoney Instant Payments. Payment delivery speed may vary based upon the funds availability policy of each financial institution and Payment Network availability. You understand and agree that when you initiate a Payment Instruction from a Payment Account using the Popmoney Service, the processing of the Payment Instruction will begin and the debiting of your Payment Account will occur as early as the day of such initiation. However, other than with respect to Popmoney Instant Payments, the payment funds will be transferred into the Receiver's Payment Account no earlier than the next Business Day after you initiated the Payment Instruction.

8. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment

Instruction will begin on the specified date and the debiting of your Payment Account will occur as early as the specified date(s). However, the payment funds will be transferred into the Receiver's Payment Account no earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Payment Account (even if debited or withdrawn from your Payment Account) may be delayed if the Receiver has not provided the Popmoney Service with certain required information such as his or her Payment Account information. The Site may contain additional information regarding the delivery of a payment to a Payment Account. You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or ten (10) Business Days. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement. Any cancellation of a Payment Instruction prior to the Receiver providing us with such information shall be subject to the provisions of Section i of the Popmoney Terms, below.

**a. Payment Authorization and Payment Remittance.** By providing us with names and telephone numbers, email addresses, and/or account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Popmoney Service. When we receive a Payment Instruction from you, you authorize us to debit your Payment Account and remit funds on your behalf. You also authorize us to credit your Payment Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) or cancelled and returned to you because the processing of the payment transaction could not be completed. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information or payment instructions (including but not limited to the Payment Instructions and name, telephone number and/or email address that the Sender enters for the Receiver to whom you are sending the payment transaction), and for informing us as soon as possible if they become aware that this information is inaccurate. Neither the Sender nor Receiver may use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a payment transaction made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We will use reasonable efforts to complete all your payment transactions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

- i. If, through no fault of ours, the Payment Account does not contain sufficient funds to complete the payment transaction or the payment transaction would exceed the credit limit of your overdraft account;
- ii. The Popmoney Service is not working properly and you know or have been advised by us about the malfunction before you execute the payment transaction;
- iii. The payment is refused;
- iv. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Payment Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a payment transaction; and/or
- v. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper

execution of the payment transaction and we have taken reasonable precautions to avoid those circumstances.

**b. Receiving Payments.** If another person wants to send you a payment transaction using the Popmoney Service to a Payment Account you hold with us, he or she can do that from a Payment Account at a financial institution that participates in the Popmoney Service or at the Popmoney Website. You understand and agree that there may be a delay between the time you are notified of the pending payment transaction and the deposit of the payment funds into your Payment Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Payment Account. You authorize the Sender, the financial institution which holds the Sender's Payment Account and the Popmoney Website to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of payment transactions to you, and, as a Receiver, you may also receive electronic gift cards or requests from others for payment through the Popmoney Service.

You acknowledge and agree that in the event that funds are transferred into your Payment Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Payment Account an amount equal to the amount of funds improperly transferred to you.

If applicable, if you as a Requestor initiate a Popmoney Request using the Service you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Popmoney Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Popmoney Request may not receive, or otherwise may reject or ignore, your Popmoney Request. We do not guarantee that you will receive any payments from individuals by initiating a Popmoney Request.

**c. Payment Methods and Amounts.** We impose limits on the amount of money or gift card value you can send or receive. These limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits. We also reserve the right to select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your Payment Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic or paper check payment.

**d. Receipts and Transaction History.** You may view your transaction history by logging into the online or mobile banking service and viewing your transaction history.

**e. Service Providers.** We are offering you the Popmoney Service through one or more service providers with whom we have contracted some or all of the services on our behalf. 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.

**f. Prohibited Payments.** The following types of payments are prohibited and we have the right but not the obligation to monitor for, block and/or reverse such payments:

- Payments to or from persons or entities located in prohibited territories;
- Payments that violate any law;
- Payments for donations or payments to an unauthorized charity or non-profit organization
- Payments that violate any terms in this Agreement; and
- Payments related to tax or court ordered obligations, gambling, any unlawful activity, or any objectionable purpose as we reasonably determine.

In no event shall we be obligated to research or resolve or be liable for any claims or damages resulting from your scheduling of prohibited payments.

**g. Payment Cancellation, Stop Payment Requests and Refused Payments.** Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Payment Account has begun. Popmoney Instant Payments Payment Instructions may not be cancelled as the Payment Instructions will be processed immediately. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Payment Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care at 844-699-0036. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver will be automatically cancelled ten (10) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Payment Instruction initiated or attempted through the Popmoney Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Payment Account or use other reasonable efforts to return such payment to you as permitted by law.

**h. Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Popmoney Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Popmoney Service or Site. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use based, such as Popmoney Request, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Payment Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Payment Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider.

## **9. Mastercard**

**a. Debit Card/Point of Sale (POS).** You may use your Mastercard Debit Card ("Card") to purchase goods and services any place your Card is honored by participating merchants within the Mastercard network and any place you see the Mastercard logo displayed. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the credit union may treat the transaction as an overdraft request pursuant to the overdraft protection plan or may terminate all services under the Agreement. You may make Card purchases at participating merchants and POS terminals up to the maximum amount set by any participating merchant (if there are sufficient funds in your account). This maximum amount is exclusive of the maximum withdrawals you may make at ATMs. There may be limits on the number and amount of withdrawals and other debit card transactions you may make. Please contact Genisys Credit Union at 248-322-9800 to discuss your personal limits.

**b. Debit Mastercard.** You may use your Card and Personal Identification Number ("PIN") in automated teller machines of the Credit Union and such other machines we may designate. At the present time, you may use your Card to make the following transactions on your accounts:

- Make deposits to your regular savings and checking accounts.
  - Withdraw cash from your regular savings and checking accounts.
  - Transfer funds between your regular savings and checking accounts
  - Balance inquiries on regular savings and checking accounts.
  - Take a cash advance on or make payments to your Personal Line of Credit.
  - Other transactions as offered and permitted in the future.
- i. Limitations on Transfers. Card limits are established for each account and can be provided by request. For security reasons, there are limits on the number of merchant-based transactions and cash advances permitted within a 24 hour period. If you experience a problem, please contact our office.
- ii. Deposits. The servicing and processing schedule of automated teller machines may result in a delay between the time a deposit is made and when it will be available for withdrawal. You should refer to the Credit Union's funds availability schedule.

**c. Transaction Receipts.** The monthly statement for the Checking Account will identify the merchant, financial institution or electronic terminal at which Card withdrawals were made, but sales, cash withdrawal, credit vouchers or other receipts you sign or receive cannot be returned with the statement. You should retain a copy of your paper/electronic receipts furnished at the time of the transaction in order to verify the monthly statement. According to Michigan law, your ATM receipt and periodic statement are admissible as evidence of the payment, deposit or other transaction they represent in any action in a court of law.

**d. Additional Charges for Transaction in Foreign Currency and Cross Border Transactions.**  
**Currency Conversion Fee.** If you effect or authorize a transaction with our access device in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard, as applicable. The exchange rate Mastercard uses will be the rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the day of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee of .20% will be applied to transactions that are converted from foreign currencies to US dollars.  
**Cross-Border Transaction Fee:** In addition, Mastercard charges us a Cross-Border Assessment of .90% on each transaction on all cross border transactions regardless of whether there is a currency conversion. For purposes of this section, "cross-border transactions" shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transaction initiated in the United States but which are ultimately settled in a country outside of the United States. Mastercard's processing rules are incorporated herein, as amended from time to time. The Credit Union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown separately on your periodic billing statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement.

**e. Use of Card Outside of the United States.** Please notify us at (248)322-9800 x1265 if you will be traveling with your Debit Mastercard outside of the United States. Access outside of the United States may have more limitations than domestic transactions.

**f. Cancellation.** The Card is the property of the Credit Union and you agree to immediately surrender the Card to the Credit Union upon its request. You shall have the right to cancel the Card and PIN at any time upon giving the Credit Union written notice and by returning the Card to the Credit Union.

**10. Telephone Banking.** You may access your account by telephone 24 hours a day within the 248 area code at (248)332-8550 or outside the 248 area code at (888)233-2339. Through our Telephone banking system you can transfer funds between qualifying accounts, make balance inquiries and obtain account information.

**11. Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department, or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of other recurring payments, such as Social Security, to your share or checking account. You may also receive preauthorized transfers from another member's account with the Credit Union.

**12. Pre-authorized Debits.** You may make periodic direct withdrawals from your share or checking account to a particular person or company, which you have arranged with that person or company, provided you have enough funds in your account to cover the payment.

**13. Electronic Check Transactions.** You authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions ("electronic check transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction. Notice may include a sign posted by the merchant at the time and place of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions, except the \$50.00 and \$500.00 limits of liability for unauthorized transactions in Section 14. Member Liability. You remain responsible for notifying us of any unauthorized electronic check transactions shown on your statement.

**14. Online Deposit Service.** Online Deposit Service allows you to make deposits to your accounts using compatible and supported mobile phones and/or other compatible and supported Mobile Device or Desktop scanner. You must designate a Credit Union savings, checking or loan account as the settlement account to be used for the purposes of settling, in aggregate, the financial transactions requested in connection with the Online Deposit service. You understand and agree that receipt of an image does not occur until after we notify you of receipt of the image via onscreen messaging and/or email notification. You understand that, in the event you receive notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. We are not responsible for any image that we do not receive. You understand that any amount credited to your Account for items deposited using this service is a provisional credit and you agree to indemnify the Credit Union against any loss we suffer because of our acceptance of the remotely deposited check.

**a. Online Deposit Capture Process.** You will capture checks or drafts ("items") with capture device ("Scanner or Camera") creating an electronic image and you will transmit an electronic file of such electronic images that the Credit Union will deposit to your account. The Credit Union's processing agent shall perform an image quality assessment of captured checks or items and shall 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 items (e.g. substitute check, image exchange, ACH) are cleared or presented for payment shall be determined by the Credit Union, in its sole discretion. The Credit Union reserves the right to select the clearing agents through which Credit Union clears items. You agree to be bound by any clearinghouse agreements, operating circulars and image exchange agreements to which the Credit Union is a party.

In addition, you agree that you will not (1) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology of Online Deposit Service, (2) copy or



reproduce all or any part of the technology or Online Deposit Service; or (3) interfere, or attempt to interfere, with the technology or Online Deposit Service.

**b. Your Responsibility for Online Deposit Services.**

- i. Funds Availability. Funds from items deposited through the Online Deposit service will be available according to the Credit Union's Funds Availability Disclosure, as amended from time to time, which is incorporated herein by reference. For the purpose of establishing funds availability, your deposits via Online Deposit session are deemed to be received by the Credit Union at the time the system indicates a successful transaction is completed up to 8:00 pm EST. Deposits received after 8:00 pm EST will be considered deposited on the next business day. The hold period will start at the time of acceptance, either on the date of deposit or by being delayed one business day, if after 8:00 pm EST. Acknowledgment of receipt or delivery does not constitute an acknowledgment by Credit Union that the transmission of a check or items does not contain errors or that funds will be available.
- ii. Deposit Acceptance. You agree that Credit Union may at any time, in its sole discretion, refuse to accept deposits of checks from you by the Online Deposit service. In the event that the Online Deposit service is interrupted or otherwise unavailable, you may deposit checks in-person at a Credit Union branch, via night drop, by mail or other contractually acceptable method.
- iii. Responsibility for Image Capture. You are solely responsible for capturing deposit items, accessing the Online Deposit service from the Credit Union and for maintaining your image device. You are responsible for the payment of all telecommunications expenses associated with the Online Deposit service. The Credit Union shall not be responsible for providing or servicing any image capturing equipment or mobile device of yours.
- iv. Deposit Requirements. You agree that you will only use the Online Deposit service to deposit checks drawn on financial institutions within the United States. You must deposit checks not falling within this requirement in person, using a night drop facility or by U.S. Mail. You agree that each check you submit for deposit through the Online Deposit service will meet the image quality standards established in American National Standards Institute's standard X9.37. You will not process any third party checks (originally payable to someone other than an account owner or Genisys Credit Union) using the Online Deposit Service.
- v. Deposit Endorsement Requirements. **You agree to endorse your checks with the following information:**

**For Mobile/Online Deposit Only at Genisys Credit Union  
Member Endorsement (Your Signature)**

**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.**

- vi. Compliance with Law. You agree to use the products and service for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.
- vii. Limitations on Frequency and Dollar Amount. For security reasons, there are daily limits on the dollar amount of checks that can be deposited using Online Deposit. We believe the current

amount provides sufficient access for the majority of our members. If you encounter a problem with a specific deposit, please contact (248) 322-9800 ext. 5 for assistance.

- viii. Check Retention & Destruction. You understand and agree that all deposit items belong to you and not to the Credit Union and that those items shall be handled in accordance with this Agreement. After receipt by the Credit Union of any transmission by you of imaged items for deposit to your account, the Credit Union will acknowledge by electronic means its receipt of such electronic transmission. Your electronic transmission is subject to proof and verification. You shall retain the original of all imaged items that have been deposited via Online 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, and shall properly destroy and dispose of such original checks after such time. During the period that you maintain the 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, (i) 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 Online Deposit service) and (ii) unauthorized use of information derived from the original checks. When you destroy and dispose of, the original checks pursuant to the requirements of this Agreement, you understand and agree that you must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment.)
- ix. Financial Responsibility. You are solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing the Online Deposit 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 Online Deposit service. You assume exclusive responsibility for the consequences of any instructions given to the Credit Union, for your failure to access the service properly in a manner prescribed by the Credit Union and for your failure to supply accurate input information.
- x. 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 Section 29. 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.

**c. Conditions & Limitations of Online Deposit.**

- i. Presentment Prohibitions. You shall not present, or attempt to present, or allow others, either directly or indirectly, to present, or attempt to present, for deposit by any means (i) any Substitute Check the original of which has already been presented for deposit via Online Deposit, (ii) any image of a check that has already been deposited either as an original or as a substitute check, or (iii) any original check, the Substitute Check of which has already been presented for deposit via Online Deposit. In the event that you or any third party, presents, or attempts to present, a deposit in violation of this subsection you agree to defend, indemnify, and hold the 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 the Credit Union from any other deposit accounts with the 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.

- ii. Your Representations and Warranties. You make the following warranties and representations with respect to each image or an original check you transmit to us utilizing this Online Deposit service:
  - (a) Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check;
  - (b) The amount, payee, signature(s), and endorsement(s) on the original check are legible, genuine and accurate;
  - (c) All checks deposited through the Online Deposit Services are made payable to you, a joint owner or Genisys Credit Union;
  - (d) All signatures on each check are authentic and authorized;
  - (e) You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid;
  - (f) You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of the person entitled to enforce such transmitted item; and
  - (g) You will comply with all federal and state laws, and rules and regulations applicable to Online Deposit transactions, including those of the National Automated Clearing House for ACH transactions.

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 your 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.

**d. Credit Union's Obligations.**

- i. Financial Data. 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 assumes full responsibility for the consequences of any misuse or unauthorized use of or access to the service or disclosure of any confidential information or instructions of You by Your employees, agents, or other third parties.

- ii. Service Availability. You understand that Online Deposit 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.
- iii. 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 account with Credit Union, you shall only do so by depositing the original item. You acknowledge and agree that even if the Credit Union does not initially identify an electronic image as an Exception Item, the substitute check created by us may nevertheless be returned to us because the electronic image is deemed illegible by a paying bank. Credit Union's failure to identify an Exception Item shall not preclude or limit your obligations to Credit Union.
- iv. Account Information. We will provide you with daily transaction history via the Online or Mobile Banking services detailing items processed, return items, and deposit adjustments.
- v. Retention of Check Images. The Credit Union will retain any substitute checks it generates for seven (7) years.

**e. Service Fees.** Currently there is no monthly fee for the Online Deposit Service. You agree to pay all fees and charges for deposit services as set forth on the Rate and Fee Schedule. All Service Fees are subject to change by Credit Union upon twenty-one (21) days written notice to You.

**f. Disclaimer of Warranties.** YOU ACKNOWLEDGE THAT THE ONLINE DEPOSIT 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 HEREBY ASSUME ALL RISKS RELATING TO THE FOREGOING.

**g. Credit Union's Liabilities.**

- i. Direct Damages. THE CREDIT UNION'S LIABILITY FOR ONLINE DEPOSIT SERVICES SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU 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 YOU IN CONNECTION WITH ANY MATTER.

- ii. Your Duty to Report Errors. You will notify Credit Union of any errors, omissions, or interruptions in, or delay or unavailability of, the Online Deposit 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 Credit Union of any error, omission, or other discrepancy within seven (7) days from the date of a loss shall relieve Credit Union of any liability for such error, omission, or discrepancy.

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

**15. Conditions of Service Use.** The use of your Consumer Electronic Services is subject to the following conditions:

**a. Ownership of Cards.** Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person. You may not use the Card 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.

**b. Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.

**c. Authorized Access.** If you authorize anyone to access or use your account, 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 password and you agree that the use of your password will have the same effect as your signature authorizing transactions. If you authorize anyone to access or 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 immediately so 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.

**d. Security of Password.** Any password that you select is for your security. 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 to sign on your accounts. If you authorize anyone to have or use your password, 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 password and you agree that the use of your password will have the same effect as your signature authorizing transactions. For anyone you authorize 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 your password and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

**e. 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.

**f. 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 electronic funds transfers 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 Site 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 Site 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.

**16. Member Liability.** 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, Card, password, or PIN, you are responsible for any transactions they authorize or conduct on any of your Accounts.

**a. Liability on Business Accounts.** For business accounts, you understand that any transaction by a business owner, employee, agent representative or anyone you authorize to transact business on your Account or any transaction by an authorized person that exceeds the specific transaction authority you have provided is considered an authorized transaction for which you remain fully responsible. You are responsible for safeguarding your business, financial and personal data, passwords and other information to prevent unauthorized access to or use of your accounts through Electronic Services. 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, contact us immediately. When you give someone your password, you are authorizing that person to access your deposit accounts using Electronic Services, and you are responsible for all transactions that person performs while using the Electronic Services. All transactions that person performs even those transactions you did not intend or want performed are authorized transactions. If you notify us that the person is no longer authorized, then only the transactions that

person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, sign off after every Online and Mobile Banking session and close your browser to ensure confidentiality. The Credit Union will not be responsible for any losses or damages you may incur regarding the unauthorized access to or use of your account through Electronic Services.

**b. Liability on Consumer Accounts.** You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card or access code, 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 Account, Card or access code and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For Mastercard Debit Card purchase transactions, if you notify us of your lost or stolen card, you will not be liable for any losses provided you were not grossly negligent or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim, otherwise the following liability limits will apply. For all other EFT 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 EFT service, 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 EFT 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 for the full amount of the loss, if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe that someone has used your Card or access code without your permission or your card has been lost or stolen, contact us immediately by one of the following:

Telephone	(248)322-9800 ext. 5 or (800)521-8440 ext. 5, if outside 248 area code
In person	At any Genisys Credit Union branch
Mail	Genisys Credit Union, PO Box 436034, Pontiac, MI 48343-6034

**17. Business Days.** Our business days are Monday through Friday. Federal Holidays are not included.

**18. 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.

**19. Right To Receive Documentation of Transfers.**

**a. Periodic Statements.** Transfers, withdrawals, and purchases transacted through an ATM, POS terminal, ACH, or Online Banking or Mobile Banking service or with a participating merchant will be recorded on your periodic statement, provided by mail or electronically if you have requested an electronic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You may request that your statement be provided electronically.

**b. Terminal Receipt.** You will receive a receipt at the time you make a transaction using an ATM, POS terminal or with a participating Mastercard merchant, except some electronic terminals will not provide receipts for transactions of \$15 or less.

**c. Mobile Banking and Online Banking Service.** Transaction history is also available through the Mobile Banking and Online Banking services.

**d. Direct Deposits.** If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling the phone numbers listed above. This does not apply to transactions occurring outside the United States.

**20. 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.genisyscu.org](http://www.genisyscu.org). However, we may disclose information to third parties about your account or the transactions you submit in the following limited 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 agencies or court orders;
- When you provide us with written permission.

**21. Right to Stop Preauthorized Payments.** If you have told us in advance to make regular payments out of your account, you may stop any of these payments by notifying us either orally or in writing. Stop payment orders will generally be permitted orally. If you call, you agree that we may record your stop payment order request. We reserve the right to require written stop payment orders. All orders will be confirmed in writing by the credit union in the form of a written notice of confirmation delivered to You. Our records will be conclusive evidence of the existence, details of your stop payment order or its revocation. We must receive your request at least three (3) business days before the scheduled date of the payment. You will need to tell us your name, account number, the payment amount, the payment date and the person or company who is to receive the payment.

**22. Liability for Failure to Stop Payment of Preauthorized Transfers.** If the stop payment order is not received in time for us to act upon it, we will not be liable to you or to any party for payment of the item. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**23. Notice of Varying Amounts.** If your regular payments will vary in amount, Regulation E requires the person you are going to pay to tell you ten (10) days before each payment, how much it will be and when it will be made. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**24. Notices to You.** You agree that we may provide notice to you by posting it on the Site, 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 through the methods described in Section 27. 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.

**25. 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 our everyday business 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.

**26. Credit Union Liability for Failure to Make Transfers.**

**a. Consumer Accounts.** For Consumer Electronic Funds Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. Our sole responsibility for an error in a transaction will be to correct the error and in no case will we be liable for any indirect, special, incidental, or consequential damages. 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 will not be liable for the following:

- If, through no fault of ours, you do not have enough money in your account to make the transfer 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 transactions.
- If the Card has expired or is damaged and cannot be used.
- If the automated teller machine (ATM) where you are making the transfer does not have enough cash or was not working properly and you knew about the problem when you started the transaction.
- If your computer fails or malfunctions or the Online Banking services were not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent 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 or bill payment.
- The ATM or POS terminal may retain your card in certain instances, in which event you may contact the Credit Union about its replacement.
- 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 Internet service provider, any computer virus or problems related to software not provided by Credit Union.
- If there are other exceptions as established by the Credit Union.

**b. Business Accounts.** 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 Electronic Services 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 Electronic Services provided for in this Agreement. We shall have no liability for not completing a transaction, if we receive actual notice or have reason to believe that you have filed for bankruptcy, the ownership of funds involving a

transaction or the Authorized Representative's authority to conduct a transaction is in question; we suspect your Account has been used for illegal or fraudulent purposes; or we reasonably believe that a transaction is prohibited by federal law or regulation, or this Agreement. We will not be liable if you fail to report timely any error or discrepancy reflected in a statement prepared by us, or if you fail to report a breach of a security procedure. If we fail to perform under this Agreement in accordance with the standards set herein, our liability for damages, losses, and other compensation owing to you shall be limited to direct damages caused solely by the Credit Union. We shall not be liable for any loss, damage, liability, or claim arising directly or indirectly from any error, delay, or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints, or any other event beyond its control.

**27. 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 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. In addition, we reserve the right to terminate the 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.

**28. Amendments.** 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. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

**29. Billing Errors on Consumer Accounts.** In case of errors or questions about your electronic funds transfers on a consumer account of yours, contact us as soon as possible by:

Mail	Genisys Credit Union, PO Box 436034, Pontiac, MI 48343-6034
Telephone	(248)322-9800 ext. 5 or (800)521-8440 ext. 5, if outside 248 area code.
In person	At any Genisys Credit Union branch

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

- Tell us your name and account number.
- Describe the error or the transfer 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 orally, 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 re-credit 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.

**30. Regulatory Authority.** These disclosures are required by the state and federal laws governing Electronic Fund Transfers. If you have a question about your rights under these laws or you believe that your legal rights have been violated, you may contact the following agency: State of Michigan, Department of Labor and Economic Growth, Office of Financial and Insurance Regulation, P.O. Box 30220, Lansing, MI 48909-7720.

**31. 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.

**32. 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. 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 Services, the portion of the Site through which the Services are offered, the technology related to the Site and 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.

**33. 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. 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. 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. 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.

**34. 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.

**35. 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.

**36. ATM Safety Notice.** The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATM) and Night Deposit Facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or Night Deposit Facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete the transaction.
- Refrain from displaying your cash at the ATM or Night Deposit Facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or Night Deposit Facility, consider using another ATM or Night Deposit Facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM access device or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your ATM card.
- Report all crimes to law enforcement office immediately.