

GENISYS CREDIT UNION

ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE FOR ONLINE BANKING

Effective: 9-30-2013

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 an Online Services, you agree to the following terms governing your and our rights and responsibilities concerning Online Banking and electronic funds transfers ("EFTs") involving your accounts.

The terms of this Agreement apply to both consumer and business members, except as specifically provided in this Agreement. For consumer accounts, the primary accountholder may enroll in Online Banking and is responsible for the acts of any joint accountholder. The joint owner may initiate access to Online Banking by providing authentication that will permit enrollment. Anyone enrolling represents that he or she is an accountholder and is authorized to enroll in the Service. Anyone using Online Banking represents that he or she has full authority to use this service and to engage in any action taken by him or her. For business and organizational accounts, Online Banking may be established by any authorized user of the account holder. Any joint accountholder or an authorized user, acting alone, may effect transactions through Online Banking.

1. Access. 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. This service may be unavailable during brief maintenance periods. To access this service you will need an internet accessible device and a web browser (such as Firefox, Chrome or Microsoft Internet Explorer). The online address for Online Banking is www.genisyscu.org. 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 or your access device.

a. Online Banking Transactions. 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 (excluding mortgage loans). Account information on Genisys Credit Cards starting with 4094 or 4522 is available within Online Banking.
- Review available copies of cleared checks, eStatements and tax information
- Initiate bill payments from your checking account using the Bill Payment service, when enrolled.
- Access and use the personal financial management services and budgeting tools
- Communicate with the Credit Union using electronic mail (e-mail).

Transactions involving your savings and checking accounts will be subject to the terms of your Membership and Account Agreement. 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 (Quicken books or Quicken) including but not limited to any warranty of merchantability or fitness for a particular purpose.

b. 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 or any other Electronic Service, 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 make funds transfers between accounts as often as you like. However, transfers from your Savings, You Name It Savings, Holiday Savings or Money Market accounts will be limited to a total of six (6) electronic withdrawals in any one month. 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 Member 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. Contact the Credit Union immediately regarding any unauthorized transaction or stop payment request; call the Credit Union at (248)322-9800 ext. 5.

v. Budgeting Tools. The Budgeting Tool allows you to consolidate and track your financial information within the Online Banking service. The service is provided to assist you in organizing and managing your finances. The budgeting tools are for informational purposes only, and are not intended to provide legal, tax or financial advice. No alerts will be generated based on this information. Your data input will directly affect the quality of the budgetary data output. Access to the Budgeting Tools may be temporarily unavailable from time to time due to system updating, maintenance or technical difficulties. You agree that the Credit Union will not be liable for delay in such cases.

c. **eAlerts**. The eAlerts are a tool for managing accounts. eAlerts can be established through Online Banking 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.

2. Conditions of Use. The use of your Account and Online Banking are subject to the following conditions:

a. 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 Online Banking service 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 Online Banking. 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.

b. Joint Accounts. If any of the accounts that you register in Online Banking 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 Service if any joint account holder notifies us that (i) they never consented to your use of the Service, (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.

c. Illegal Use or Internet Gambling. You may not use the Online Banking services for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or

unlawfulness. You agree that all transactions that you initiate by use of Online Banking are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your electronic funds transfers may only be conducted for legal transactions. We have restricted all online gambling transactions by use of an electronic funds transfer service.

3. Member Liability. You are solely responsible for all transfers you authorize using Online Banking under this Agreement. If you permit other persons to use your access code and initiate transactions with Online Banking, 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 this Service. 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 this Service, and you are responsible for all transactions that person performs while using the Service. 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 Banking session and close your browser to ensure confidentiality.

b. Liability on Consumer Accounts. For EFT transactions on a consumer deposit account, under this Agreement, you are responsible for all transactions you authorize using Online Banking. For consumer accounts, transactions by family members or friends that you allow on your account are authorized by you. If you permit other persons to use your password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, you must notify us immediately if you believe anyone has used your password and accessed your accounts without your authorization. For EFT transactions, if you notify 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 notify us within two (2) business days after you learn of the unauthorized use of your account or password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

If your statement shows EFT transactions that you did not make, notify us immediately. If you do not notify 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 unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from notifying us, we may extend the time period.

If you believe your password has been lost or stolen or that someone has transferred or may transfer funds from your account without your permission, **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

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

5. Fees and Charges. The fees and charges for the electronic services are outlined below. 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. There is no fee for Online Banking.

6. Transaction Documentation. Transactions submitted through Online Banking will be recorded on your regular credit union statement.

7. 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. 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.

8. Credit Union Liability for Electronic Services.

a. Consumer Accounts. If we do not complete a transaction 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 sufficient funds in your account to complete the transaction, your account is inactive, or the transaction would exceed the credit limit on your line of credit, if applicable.
- If you used the wrong account or password, you have not properly followed any applicable service or Credit Union user instructions for making Online Banking or External Funds transactions.
- If your personal computer malfunctioned or the phone lines were not working properly or the Credit Union computer system was not working properly and such problem(s) should have been apparent when you attempted your transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process the transaction.
- If an 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 the 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.

9. Termination of EFT Services. You agree that we may terminate this Agreement and your Online Banking service, if you, or any authorized user of EFT 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 service if you fail to use the service for 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.

10. 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.

11. Statement Errors on Consumer Accounts. In case of errors or questions about your EFT transactions, 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 member number.
- Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 10 business days, we may not credit your account.

For errors involving new accounts, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. If requested, we will provide copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

12. Enforcement. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the state of 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.

13. 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 Insurance and Financial Services, P.O. Box 30220, Lansing, MI 48909-7720.