

GENISYS CREDIT UNION
ELECTRONIC SERVICES AGREEMENT AND DISCLOSURES FOR BILL PAY

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 Service, you agree to the following terms governing your and our rights and responsibilities concerning Bill Pay 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 Bill Pay and is responsible for the acts of any joint accountholder. The joint owner may initiate access to an Electronic Service 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 the Electronic Services represents that he or she has full authority to use the Services and to engage in any action taken by him or her. For business and organizational accounts, the Electronic Services may be established by any authorized user of the account holder. Any joint accountholder or an authorized user, acting alone, may effect transactions through the Electronic Services.

1. Bill Pay Services. When you apply for bill pay service you must designate your checking account as the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. You are not permitted to make payments to Genisys Credit Union through the Bill Pay service, Online Banking transfers can be established for transfers affecting Genisys accounts. All payees must be in the United States. We reserve the right to not allow the designation of a particular merchant or institution.

a. Bill Pay Service Access. You may access the Bill Pay service through the Online or Mobile Banking services. The bill pay service allows you to pay bills out of a designated account on a one-time or periodic basis to payees that you designate subject to the requirements set forth below.

b. Bill Pay Transactions. When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from your checking account. We will process the bill payment transfer requests only to those payees where you authorize and for whom the Credit Union has the proper payee code number. You may not schedule a single bill payment for greater than \$25,000. The Credit Union will not process any bill payment transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to make the bill payment request, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.

c. Scheduling Bill Payments. When scheduling a bill payment, note the difference between the "SEND ON" date and the "DELIVER BY" date. The "SEND ON" date is the date we will attempt to deduct the payment amount from your designated account. If the attempted deduction fails because you did not have enough funds in your primary account, we will send you a message within the Bill Pay system indicating this situation. If the second attempted deduction is not successful, the transaction will be cancelled and you will be responsible for rescheduling. If the second attempted deduction is successful, the payment will be processed and remitted to the payee, however the "DELIVER BY" date will be one business day later. If you receive a Bill Pay message because the first attempted deduction was not successful, you should access the Bill Pay service to determine the date of the second deduction attempt. If you schedule a payment with the "SEND ON" date as the current date, you must have adequate funds in your account at the time the payment is scheduled. The funds will be deducted shortly after you log out of the session. If you schedule a payment with the "SEND ON" date in the future, there must be adequate funds in your account when we attempt the deduction. This can occur anytime between 12:01 am and 4:00 pm EST. The "DELIVER BY" date is the date that you can expect the payee to receive your payment. The "DELIVER BY" date for your payment should be no later than the due date the payee has indicated for the payment.

d. Processing Payments. The amount of your requested bill payments will be deducted from your account on the "SEND ON" date and will be posted by the "DELIVER BY" date. You will receive a confirmation number at the time of each transaction. You must have sufficient funds available to cover your payment on the "SEND ON" date. Bill payments are delivered to the payee either electronically, which may take up to two (2) business days from the "SEND ON" date, or by check to those payees not set up to accept electronic payments, which may take up to five (5) business days from the

“SEND ON” date. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. Payments must be initiated by you with adequate time for the payment to be made by the merchant due date. When setting up Bill Pay, make sure the “Delivery Date” is on or before the bill’s actual due date. Each payment you initiate on a non-business day will be considered initiated on the following business day. If you do not allow sufficient time, you assume full responsibility for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization.

e. Payment Guarantee: If a properly scheduled payment is not received and posted on time by the payee, we will attempt to remove any late fees or assessed finance charges. (Finance charges are calculated based on your payment amount rather than your entire balance). If the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to add a note of explanation to your account to ensure that the situation does not negatively impact your credit rating. The Payment Guarantee applies to late fees and/or finance charges associated with the late posting of a payment, provided that the following conditions are met:

- i. The payment was scheduled to be delivered on or before the due date of your bill, excluding any grace periods.
- ii. The payment was not made to a prohibited payee or any payee excluded below.
- iii. The information supplied by you is correct (payee name and address, your name and account number as it appears on the payee’s records)
- iv. You had sufficient funds in your account during our first deduction attempt on the “SEND ON” date

We will only be responsible for the direct fees or finance charges associated with the late payment. We will not be responsible for any other consequential damages that might arise from the late payment.

f. Prohibited Payees: We will not process payments on your behalf to payees designated by the Office of Foreign Asset Control as being a prohibited payee. If a payment to a prohibited payee is inadvertently processed, the payment guarantee outlined above does not apply to that payment, and we reserve the right to not process a payment to that payee in the future.

PAYEES NOT COVERED BY PAYMENT GUARANTEE

We will process payments on your behalf to payees meeting any of the following criteria BUT we will not cover these payments with the Payment Guarantee. These payments will be SCHEDULED AT YOUR OWN RISK and are discouraged by the credit union. In no event shall Genisys Credit Union or its bill payment partner be liable for any claims or damages resulting from scheduling of these types of payments. Neither Genisys Credit Union, nor its bill payment partner, will have any obligation to research or resolve any claim resulting from any payments listed below. All research and resolution for any misapplied, misposted, or misdirected payments will be your sole responsibility and not the credit union’s or the credit union’s bill payment provider.

Payments NOT covered by the Payment Guarantee include:

- Payments to payees located outside the United States (except for APO)
- Payments to payees located in the Armed Forces Postal Codes, such as AE and AP
- Court-ordered payments such as alimony, child support, speeding tickets, etc.
- Tax entities
- Payments to settle securities transactions
- Payments to payoff special or delayed financing for purchases
- Payments to Collection agencies or credit counseling agencies who pay creditors on your behalf

g. Check Copies: If you request a copy of a check used to pay one of your bills, you will be charged \$20 for each item ordered.

h. Cancelling Bill Payments: We may cancel a bill payment if we have reasonable belief that the payment is fraudulent. If we cancel a payment, we will attempt to contact you to inform you of this action. You may cancel an outstanding bill payment at anytime through the Bill Pay Service. Bill payments are considered outstanding until the “SEND ON” date. You can cancel a “Recurring” transaction by verbal or written notice no later than three (3) business days before the “SEND ON” date of the transaction by contacting a Financial Services Representative at:

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

If you call, we may also require you to put your request in writing and provide it to us within fourteen (14) days. The notice must detail whether the cancellation applies to only one of the recurring transactions, or all transactions in the recurring stream.

2. Electronic Services Conditions. The use of your Account and Electronic Services 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 or Mobile 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 or Mobile Banking. If you permit other persons to use your personal computer, Mobile Device and password or other means to access account, you are responsible for any transactions they authorize. 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 under the Online, Bill Pay or Mobile Banking service is a joint account, you represent that your joint account holder has consented for you to use that account with any Service. 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 or Mobile Banking services for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. You agree that all transactions that you initiate by use of a Service are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your electronic funds transfers may only be conducted for legal transactions. We have restricted all online gambling transactions by use of an electronic funds transfer service.

3. Member Liability. You are solely responsible for all transfers you authorize using any Services under this Agreement. If you permit other persons to use your access code and initiate transactions with this Service, 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, access codes and other information to prevent unauthorized access to or use of your accounts through this Service. If you believe your access code 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 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 or Mobile 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 Bill Pay. 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. Online Bill Pay is a free service if you participate in eStatement. If you do not participate in eStatement, there is a fee of \$3.95 per month, which includes an unlimited number of online bill payments per month. This fee is charged to your checking account on the last day of each month. 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.

6. Transaction Documentation. Transactions submitted through Bill Pay will be recorded on your monthly 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:

- a. As necessary to complete transfers;
- b. 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;
- c. To comply with government agencies or court orders;
- d. 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, Bill Pay, Mobile 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, through no fault of ours, a Bill Pay 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 insufficient; payment is lost in the mail or the payee failed to process a payment correctly or in a timely manner and a fee, penalty, or interest charge is assessed against you.
- 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, Bill Pay or Mobile Banking services, 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 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 a new account 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, up to twenty (20) business days for new accounts, 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.

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.