

Online Banking and Mobile Banking Service Agreement

This Online Banking and Mobile Banking Service Agreement and disclosure describe your rights and obligations as a user of the Online Banking and Mobile Banking Service. It also describes the rights and obligations of Kellogg Community Federal Credit Union (KCFCU). Please read this Agreement carefully. By requesting and using any of these services, you agree to comply with the terms and conditions of this Agreement.

1. Definitions. The following definitions apply whenever the following terms are used in this Agreement:

- a. "Authorized Representative" means a person you have authorized to access and make transactions with respect to your account;
- b. "Bill Payment" is the online service that enables the scheduling of bill payments using a personal computer or cellular/mobile devices.
- c. "Online Banking" is the internet-based service providing access to your account(s).
- d. "Mobile Banking" is an internet service for cellular/mobile devices to provide access to your account(s).
- e. "Online Accounts" means the accounts from which you will be conducting transactions using a service.
- f. "Password" is the code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, to establish your connection to the services.
- g. "User ID" is the identification code we assign to you for connection to the service.
- h. "We," "us," or "KCFCU" refer to Kellogg Community Federal Credit Union, and
- i. "You" or "your" refers to the owner of the account or the authorized representative, and
- j. "Service" means the online banking, bill payment service, mobile, and text banking.
- k. "Business Day" means Monday through Friday, 9:00 a.m. to 5:00 p.m., excluding holidays.

2. Banking Transactions with Online Banking and Mobile Banking

- a. **Account Access.** You may access all accounts you designate as online accounts. One of these accounts must be a primary checking account. Once you have selected your primary account you may select additional accounts including other checking, savings, certificates of deposit, or loan accounts.
- b. **Viewing Account Information.** You may use online banking, mobile banking/text to view your online accounts.
- c. **Transfer of Funds.** In addition to viewing account information, you may use online banking and mobile banking to transfer funds between your online accounts. In order to transfer funds between your online accounts, you must first set up access through KCFCU. You may also use

online banking and mobile banking to transfer funds to any online account for which you are a joint owner. All transfers you make through online banking and mobile banking are subject to the general restrictions applicable to the type of account.

d. **Bill Payment Service.** If you elect to receive bill payment services, you may pay bills directly from your checking account in the amounts and on the days you request. If you have elected to become a user of the bill payment service, please see the bill payment services agreement for your additional rights and obligations for use of that service.

e. **Additional Services.** New services may be introduced for online banking and mobile banking from time to time. KCFCU will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

3. **Access to Services.** You will gain access to your online accounts by using your internet-enabled device, your internet service provider, your password and your user ID. You may usually access your online accounts 24 hours a day, 7 days a week. Availability of the online banking and mobile services may be suspended for brief periods of time for purposes of maintenance, updating, and revising our software and hardware.

4. **Processing of Transactions.** KCFCU's business days are Monday through Friday excluding holidays and weekends. All online banking and mobile banking transaction requests received after 5:00 p.m. on business days, and all transactions which are requested on Saturdays, Sundays, or holidays on which KCFCU is closed will be processed on KCFCU's next business day. KCFCU's business day begins at 9:00 a.m. Your transaction may not be processed if we have a reasonable basis for believing unauthorized use of your password or online account is occurring or if you default under this agreement or any other agreement with us, or if this agreement is terminated.

5. **Schedule of Fees.** KCFCU provides the benefit and convenience of the online banking service privileges for free. Please see the schedule of fees posted on the KCFCU website for other fees you will be charged for the services. KCFCU may change its fees or impose new fees at any time after providing you with notice of changes to the schedule of fees. By using the services, you agree to the schedule of fees posted on the KCFCU website at the time of your transaction. In the event KCFCU determines there is an error in the posted schedule of fees, we will charge the correct fee or the fee in effect immediately before the posted error change, whichever is lower. A copy of the scheduled fees can be found on our website by visiting www.Kelloggfcu.org under the rate tab.

6. **Statements.** You will continue to receive your periodic account statements on the regular cycle for the type of account. We will provide you with instructions on how to download your account history and import the data to financial software. You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point of sale terminals. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can use our Call 24 service by calling 269-968-0786 or 800-245-3287 or view your account history online to find out whether or not the deposit has been made.

7. **Security Password.** You are responsible for keeping your password and online account information confidential. In order to protect yourself from fraud, you should adhere to the following guidelines:

a. Do not leave your personal computer or cellular devices unattended while you are visiting KCFCU's online banking site.

b. Do not give out your account information, password, or user ID.

- c. Never leave your account information with others or where it would be accessible to others.
- d. Do not send confidential account information (account number, password, etc.) in any public or general email system.
- e. Do not disable the time-out feature which will terminate your visit to the online banking site after a period of inactivity.

You may allow other persons to use the service under your supervision, but you remain fully responsible for the actions of all persons you permit to use the service.

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call KCFCU immediately at 269-968-9251 or 800-854-5421 between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday. If you believe your password has been lost or stolen, please use the password change feature within the online banking section of the website to change your password. If you notify KCFCU within 2 business days after learning of the loss or theft of your password, your liability will not exceed \$50 should someone use your password without your permission. If you do not notify KCFCU within 2 business days after learning of the loss or theft of your password and we can prove we could have stopped someone from using your password if you had told us, you could be liable for as much as \$500.

8. Electronic Mail. If you wish to contact us electronically, you must use the email icon provided in our online banking site. Use this secure form to email KCFCU regarding inquiries about an electronic funds transfer error resolution, to report unauthorized transactions, or to contact KCFCU regarding other concerns of a confidential nature. If you send KCFCU an email message using the email icon, KCFCU will be deemed to have received it on the following business day. Do not use email outside of the online banking site to report an unauthorized transaction from one of your accounts or to stop a payment that is scheduled to occur. Email transmissions outside of the online banking site are not secure, and will not be acted on by KCFCU.

9. Business Accounts. Any authorized user of your business account is authorized to:

- a. Access each account of yours in any manner and for any purpose available through the service, whether now available or available at some time in the future, and
- b. In connection with the account, use any online banking and mobile banking service in any manner and for any purpose available through the service, whether now available or available at some time in the future.

10. Terms and Termination. This agreement will become effective on the date it is executed and shall remain in full force and effect until termination in accordance with the following provisions:

a. **Termination for Cause.** We may immediately terminate your online banking and mobile banking privileges (including bill payment service) without notice to you if you fail to pay any fee required by this agreement (or the bill payment service agreement) when due, or you fail to comply with the agreement governing your deposit or loan accounts, or any of your online accounts are not maintained in good standing. We will promptly notify you if we terminate this agreement or your use of the services for any other reason.

b. **Other Termination.** To terminate this agreement, you must notify KCFCU and provide your name, address, the service(s) you are discontinuing, and the termination date of the service(s). You may notify KCFCU by one of the following methods:

1. By sending an email by using the email icon on the Online Banking website;
2. By writing a letter and sending it to Kellogg Community Federal Credit Union, Attention: Member Services; PO Box 140, Battle Creek, Michigan, 49016-0140.

c. **Inactive Accounts.** We may convert your online account to inactive status if you do not sign on to the service or have any transactions scheduled through the service during any consecutive 90-day period. If your online account is considered inactive, you must contact us to have the service activated before you will be able to schedule any transaction through the service. We may terminate your online banking and mobile privileges if your online account becomes inactive.

13. **Error Resolution.** In case of errors or questions about your use of the service, call 269-968-9251 or 800-854-5421 or write us at Kellogg Community Federal Credit Union, Attention: Member Services, PO Box 140, Battle Creek, Michigan, 49016-0140, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared. When you contact us, tell us your name and account number, describe the error or the transfer you are unsure about, explain as clearly as you can why you believe it is an error or why you need more information, and 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 10 business days. We will determine whether an error occurred within 10 business days after we hear from you in writing 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 for the amount you think is in error within 10 business days, 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 request in writing and we do not receive it within 10 business days, we may not credit your account. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. You may notify us of errors or questions by telephone, writing, or email using the email icon in our online banking site.

14. **KCFCU's Liability.** This section explains our liability to you only to the extent that any other agreements, notices, or disclosures have not separately disclosed our liability. In no event will KCFCU be liable to you for failure to provide access to the service, unless otherwise required by applicable law. We are only responsible for performing the service as delineated in this agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence. We will not be liable to you in any other instance, including the following:

- a. If, through no fault of KCFCU, you do not have enough money in your online account to make a transfer.
- b. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure, or breakdown) prevent a transfer despite reasonable precautions we have taken.
- c. If there is a hold on your online account or if access to your online account is otherwise blocked, in accordance with credit union policy.
- d. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
- e. If your transfer authorization terminates by operation of law.
- f. If you believe someone has accessed your online account without your permission and you fail to notify KCFCU immediately.

- g. If you have not properly followed the instructions on how to make a transfer.
- h. If we have received incomplete or inaccurate information from you or a third party involving the online account or transfer.
- i. If we have a reasonable basis for believing that unauthorized use of your password or account has occurred or may be occurring or if you default under this agreement or any other agreement with us, or if this agreement is terminated.
- j. If the online banking or mobile banking system was not working properly and you knew, or reasonably should have known, about the breakdown when you started the transfer.

IN NO EVENT WILL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM, OR ARISING OUT OF, THIS AGREEMENT

We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider, an internet access provider, or an online service provider, nor will we be liable for any direct, indirect, special, or consequential damages resulting from your access to, or failure to access, an online banking, mobile banking, or bill payment account. KCFCU is not responsible for any electronic virus or viruses that you may encounter while using the service.

15. Minors. The service is available to all members and joint members aged 18 and older. Persons under the age of 18 may not enter into this agreement. You may allow your children and/or other persons to use the service, but you remain fully responsible for the actions of all persons you permit to use the service.

16. Business Checks. Checks or other instruments that are payable to a business may not be deposited in any account held by an individual. You may use online banking or mobile banking to transfer funds from a business account to a personal account.

17. Joint Accounts. If your account is a joint account, all account holders must agree to comply with the terms and conditions of this agreement.

18. Other Agreements. In addition to this agreement, you and KCFCU agree to be bound by, and comply with, the requirements of the account agreements applicable to each of your online accounts. Your use of the service is your acknowledgment that you have received these agreements and agree to be bound by them. You should review other disclosures including the charges that may be imposed for funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule posted on the online banking website.

19. Changes and Modifications. KCFCU may modify the terms and conditions applicable to the service from time to time. You agree that we may elect to send any notice to you via email, and you will be deemed to have received it 3 days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this agreement and your use of the services in whole or in part at any time without prior notice.

20. Assignment. We may assign this agreement to an affiliate of KCFCU or any successor in interest in the event of a merger, reorganization, change of control, acquisition, or sale of all or substantially all assets of the business to which this agreement is related without the other party's prior written consent.

21. Notices. You agree that, unless otherwise required by applicable law, any notice or written communication given pursuant to this agreement may be sent to you electronically or by email, at our

option.

22. **Disclosure of Information.** We will disclose information to third parties about your account or transfers you make (a) where it is necessary for completing transfers; or (b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (c) in order to comply with a governmental agency or court orders; or (d) if you give us your written permission. Please review KCFCU's privacy policy for further information regarding the disclosure of information.

23. **Governing Law.** This agreement is governed by the laws of the State of Michigan.

I have read the EFT Disclosure displayed and agree to the terms and conditions

Accept

Reject