

## **Marine Credit Union Agreement and Disclosure**

This Agreement governs the use of Marine Credit Union's Online Banking Service, jointly referred to as the "Service," provided by Marine Credit Union, also referred to as Online Banking. By using the Service to conduct transactions, you agree to the terms of this Agreement.

### **Definitions**

As used in this Agreement, "account" and "accounts" mean the Marine Credit Union account in which you are either the owner or joint owner. "Loan account" and "loan accounts" mean any loan you have with the Financial Institution. "You," "your," and "yours" mean the person(s) using the Service. "We," "our," "us," and "Financial Institution" refer to the individual Financial Institution Marine Credit Union that holds your accounts.

### **Deposit and Credit Agreements**

The terms and conditions in this Agreement shall have priority and take precedence over any existing terms and conditions in existing account and loan agreements you have with us in the event of a conflict.

### **Required Equipment**

In order to use the Online Banking Service, you need a computer (in this Agreement, your computer and the related equipment are referred to together as your "Computer") with a web browser (Current and Prior Major Releases of Microsoft Internet Explorer (IE), Firefox, Safari (Apple/MAC users only, or Google Chrome), a User ID, and Online Banking Password. The Password is the confidential personal identification number you use to access your account(s) through Online Banking. You are responsible for the installation, maintenance, and operation of your Computer, browser and the software. Marine Credit Union is not responsible for any errors or failures from any malfunction of your Computer, the browser or the software. Marine Credit Union is also not responsible for any Computer virus or related problems that may be associated with the use of an online system.

### **The Service**

To use Online Banking, you must have at least one Marine Credit Union personal account and an Online Banking Password. Through Online Banking, you will have access to any of your Marine Credit Union share accounts or loan accounts. Marine Credit Union reserves the right to deny access to a deposit account or loan account or to deny transactions under certain circumstances.

### **Description of Online Banking**

The Service allows you to perform some or all of the following functions from your Computer:

#### **Online Account Access Functions and Limitations of Transfers**

You may use Online Banking to (a) transfer funds between your accounts; (b) obtain account balances; (c) obtain history and transaction information on your accounts; and (d) obtain loan account balance information. These features are limited to the extent, and subject to the terms, noted below.

1. Your ability to transfer funds between certain accounts is limited by federal law and the Deposit Agreement. You should refer to the Deposit Agreement for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the Online Banking

Service are counted against the permissible number of transfers described in the Deposit Agreement.

2. There may be at least a one-business-day delay in transferring funds between your accounts. Except as provided in this Agreement, all Online Banking transaction instructions received by 6:00 p.m. EST will be completed that business day. Any instruction received after 6:00 p.m. EST will be completed the next business day.
3. Transactional information for your accounts will be available from Online Banking for a maximum of three statement cycles from the date of inquiry.

### **Personal Identification Number and Security**

Your Online Banking Password is required to access Marine Credit Union's Online Banking functions. You agree not to give or make available your Password to any unauthorized individual. If you believe your Password has been lost or stolen, someone has attempted to use the Online Banking Service without your consent, your deposit account(s) or loan account(s) have been accessed, or someone has transferred money without your permission, you must notify Marine Credit Union immediately at 920-923-7280 or 800-923-7280 Monday – Friday from 8:00 am to 5:00 PM CST or email [info@marinecu.com](mailto:info@marinecu.com). If you lose or forget your Password, contact Marine Credit Union immediately so that your Password can be reset.

### **Your Liability for Unauthorized Transfer**

Tell us AT ONCE if you believe your account information and/or Password have been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit and open-end credit). If you believe your account information and/or password has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your account information and/or Password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your account information and/or Password, and we can prove we could have stopped someone from using your account/and or Password without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time.

### **Account Alerts**

The Account Alerts service is a tool for managing accounts. However, Account Alerts should not be relied upon solely for account information. Although Marine 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. Marine Credit Union recommends that the service be tested prior to regular use to identify any limiting conditions that may be present. Marine Credit Union does not guarantee the delivery of any account alert. If you have any questions regarding this service, please contact Marine Credit Union customer service at 800-923-7280.

### **Errors and Questions**

Telephone us 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. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. Your inquiry must include:

1. Your name and account number,
2. A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need more information,
3. The dollar amount of the suspected error, and
4. The date of occurrence.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will generally tell you the results of our investigation within 10 business days of the receipt of your complaint or question (20 business days if the transaction involved an account opened within the past 30 days). If we need more time, however, we may take up to 45 days. If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

### **Data Recording**

When you access Online Banking to conduct transactions, the information you enter may be recorded. By using Online Banking, you consent to such recording.

### **No Signature Required**

When using Online Banking to conduct transactions, you agree that the Financial Institution may debit your account to complete the transactions, or honor debits you have not signed.

### **Disclosure of Account Information to Third Parties**

We will disclose information to third parties about your account or transfers you made:

1. When it is necessary to complete the transfers;
2. In order to verify the existence and conditions of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with a government agency or court orders; or
4. If you give us written permission.

### **Charges**

You will not be charged for the "view accounts", or "transfer funds" features of Marine Credit Union's Online Banking. NOTE: Your accounts and loan accounts are still subject to the fees, charges, balance requirements, etc. articulated in the Deposit Agreement and Loan Agreement.

### **Alterations and Amendments**

The terms of this Agreement, applicable fees, and service charges may be altered or amended by Marine Credit Union from time to time. In such event, Marine Credit Union shall send notice to you either at your address as it appears on Marine Credit Union's records or by online notice through Online Banking. Any continuation of Online Banking after Marine Credit Union sends you a notice of change will constitute your agreement to such change(s). Further, Marine Credit Union may, from time to time, revise or update the Marine Credit Union Online Banking program, services, and/or related material(s) rendering such prior versions obsolete. Consequently, Marine Credit Union reserves the right to terminate this Agreement as

to all such prior versions of the Marine Credit Union's Online Banking programs, services, and/or related material(s) and limit access to Marine Credit Union's more recent versions and updates.

### **Address Changes**

You agree to promptly notify Marine Credit Union, in writing or through secure messaging, of any address change.

### **Termination or Discontinuation**

Termination of Online Banking by you is done by not accessing or using the Service. However, any transactions or payments you have previously authorized will be completed as instructed. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

### **Payee Limitation**

Marine Credit Union reserves the right to impose a frequency or dollar limit on or refuse to make any payment you have directed. Marine Credit Union is obligated to notify you promptly if it decides to refuse to complete your payment instruction. This notification is not required if you attempt to make payments which are prohibited under this Agreement.

### **Disputes**

In the event of a dispute regarding Online Banking, you and Marine Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and Marine Credit Union, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Marine Credit Union relating to the subject matter of this Agreement. If there is a conflict between what one of Marine Credit Union's employees says and the terms of this Agreement, the terms of this Agreement have final control.

### **Assignment**

You may not assign this Agreement to any other party. Marine Credit Union may assign this Agreement to any present or future, directly or indirectly, affiliated company. Marine Credit Union may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

### **No Waiver**

Marine Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Marine Credit Union. No delay or omission on the part of Marine Credit Union in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

### **E-Statements**

This agreement and disclosure governs the Marine Credit Union Online Statement service, also referred to as E-Statements. It informs you of your rights and responsibilities and the terms and conditions associated with this service if you have requested to receive E-statements and electronic disclosures. To access your Online Statements you will need a personal computer that has the capability of running software that can access the Internet, with 128-bit cipher strength or above, and that can send and receive electronic mail (e-mail). Access to Marine Credit Union's Online Statement service may be unavailable at certain times for maintenance or during an outage. You are solely responsible for the selection, installation, maintenance, and operation of your personal computer and software. Marine Credit Union expressly disclaims any and all liability as relates to the improper use of your personal computer and the transmission of data. Only the primary member, the first named under a given account number, may request receipt of Online Statements and/or the discontinuation of the Online Statement service. By submitting your request for Online Statements electronically, you consent and agree that Marine Credit Union may provide certain disclosures and notices, particularly your monthly or quarterly statement of account activity, to you in electronic form, in lieu of paper form. Your consent to receive electronic statements covers the periodic statements you are provided in connection with your share and loan accounts, except credit cards, with the credit union. Your consent also covers all disclosures that are required or may be provided on or with your account and loan statements, including, but not limited to, the Billing Rights Statement required by the Truth-in-Lending Act and the Error Resolution Notice required by the Electronic Funds Transfer Act and any and all forms and notices required for tax reporting purposes. You must promptly access/review your Online Statement and any accompanying items and notify us of errors and discrepancies in writing within the applicable time period specified in the contracts and disclosures provided at account opening. Any applicable time periods within which you must notify us of any errors on your Online Statement shall begin on the e-mail notification of Online Statement availability date, regardless of when you access and/or open your Online Statement. Requests for paper copies of a statement can be made in person, via telephone, fax, or e-mail. Paper copies will be mailed to the last address of record. There may be a fee for statement copies. Please refer to the Fee Schedule. Marine Credit Union may change any term of this Agreement and Disclosure at any time. You will receive any notice of change required by law via e-mail. If you do not wish to accept the change, you may terminate this Agreement and Disclosure by withdrawing your consent to receive statements and notices electronically.

### **To withdraw your consent with Marine Credit Union**

To inform us that you no longer want to receive future statements and notices in electronic format, you may send us an e-mail to [info@marinecu.com](mailto:info@marinecu.com) and in the body of such request; you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for e-statements will be that transaction statements may take a longer time to process and you may be assessed a paper statement fee per statement cycle.

### **Governing Law**

The laws of the jurisdiction in which the Financial Institution is located and by applicable Federal laws and regulations shall govern this Agreement.

### **Federal Disclosure**

You agree to accept this disclosure online rather than a paper disclosure. We recommend you print the entire Agreement and Disclosure for your records. If you are unable to print this, please request a paper disclosure to be mailed to you.