

## MICHIGAN SCHOOLS & GOVERNMENT CREDIT UNION

### REMOTE ACCOUNT ACCESS AGREEMENT AND DISCLOSURE

This Agreement and Disclosure ("Agreement") provides information about and states the terms and conditions for a Remote Account Access product offered by Michigan Schools & Government Credit Union ("MSGCU"). This Agreement shall be an addendum to the existing Electronic Funds Transfer Agreement that you have previously entered into with MSGCU and which you may access by clicking here. The terms and conditions of your Deposit Account Agreement and any disclosures as well as any other agreements with MSGCU shall remain in affect notwithstanding any provision in this Agreement to the contrary. In the event of a conflict between this Agreement and any of the other referenced documents, this Agreement shall control.

As used in this Agreement the terms "you" and "your" refer to the member as defined below. The terms "we," "our," "us," or "ours" refer to MSGCU. All references to time of day in this Agreement refer to Eastern Standard/Daylight Time as observed in Detroit, Michigan. Only the member whose name appears first on our records for the account (sometimes referred to in the Membership and Account Agreement as the "Primary Owner") and whose taxpayer identification number (TIN) is used in connection with the account ("member") may contract with respect to this account for Remote Account Access or may use the Remote Account Access arrangements. Other persons, including joint owners, are not permitted to enter into this Agreement for this account or to use the Remote Account Access arrangements unless we have previously consented in writing. You (the "member" as defined above) agree not to provide account access information to anyone, including a joint owner of some or all of the subaccounts under the account, without our prior written consent. Such consent will normally be given if all subaccounts have the same ownership arrangements; otherwise we may require a restructuring of accounts. If you provide account access information to another person in violation of this provision, you authorize all subsequent actions of the individual involved. To stop such an individual from accessing your accounts you must notify us; upon such notice and with a reasonable time to act, we will take steps to prevent any future access; note that this may require us to stop all access to the account by anyone.

**NOTICE; ANYONE WHO HAS REMOTE ACCOUNT ACCESS INFORMATION TO YOUR ACCOUNT WILL HAVE ACCESS TO ALL SUBACCOUNTS REGARDLESS OF THE OWNERSHIP OF THE SUBACCOUNTS.**

If you would like a paper copy of this Agreement or of your Electronic Funds Transfer Agreement sent to you, please contact us at (586) 263-8800. In the event you experience a problem with an identification number, password, or believe information regarding your accounts or access to your accounts had been lost, stolen, or in any way compromised please contact a member service representative at the same number listed above.

#### **A. Remote Account Access**

Our Remote Account Access product is a consumer electronic account access service designed to meet the needs of our members ("the System"). To be eligible you must be a member in good standing at MSGCU. You may become eligible by reading and agreeing to the terms of this Agreement and Disclosure and continuing to the "Set Password" page. If you are using Personal Financial Management (PFM) software or any other indirect service to

access, track, download, or pay bills, the features of the System may not be available or your software may not work in conjunction with our Remote Account Access System. To access all of the features and services we offer, sign on directly through our [www.msgcu.org](http://www.msgcu.org)

### **B. Equipment Specifications**

You are responsible for obtaining, installing, maintaining, and operating all computer hardware, software, mobile device applications, and Internet service and mobile service necessary to access the System. MSGCU will not be responsible for any errors or losses resulting from the malfunction your hardware, software, or any Internet Service Provider or mobile service provider, or for your failure to utilize hardware of other equipment that fails to meet the stated system and modem specifications, as may be amended from time to time.

### **C. Access to System - Password**

After your initial account set up you will be required to establish your password at the "Set Password" page. This password will be used to identify you and will be considered your authorization for MSGCU to act and may act on instructions we receive under your password. You accept total responsibility for your identification numbers and password; agree to keep them confidential and secure, and to follow all provisions of this Agreement related to security.

Once enrolled you will have access to the System twenty-four hours a day, seven days a week, unless an emergency exists or scheduled maintenance is being performed. In the event the System will not be available for any extended period of time a notice will be posted on our website informing you of such unavailability. MSGCU reserves the right and you agree that MSGCU may limit, suspend, or terminate your access to the System at any time for any reason.

### **D. Services**

You may use the System to do the following:

- Obtain account/loan balances and histories
- Obtain loan payment due date and payoff information
- Obtain current year-to-date and prior year's dividends
- Obtain current year-to-date and prior year's loan interest
- Obtain clearance of specific checks
- Transfer funds between accounts at MSGCU
- Transfer funds from savings and checking to your loan payments
- Transfer funds from your Line of Credit to your savings and checking accounts
- Place a stop payment order on a check
- Request a check copy of a specific draft on your checking account
- Download transaction information to personal financial management software from savings, checking or loan accounts
- Pay Bills (see explanation below)
- Text Banking
- Mobile device applications can be downloaded from approved application stores. Note: To cancel such services, you must contact MSGCU at 586-263-8800 or visit one of our offices.

### **E. On-Line Stop Payment Orders**

You may request an on-line stop payment order for paper checks you have written on an

account with MSGCU. On-line stop payment order requests will be processed real time. You will incur stop payment charges as disclosed to you in the current fee schedule.

#### **F. Bill Payment Service**

In the event you elect to utilize the bill payment service offered by MSGCU through the System, you agree that based upon instructions you provide, we will charge your checking account via electronic transfer or by debiting and remitting funds on your behalf. You may access the Bill Pay Terms and Conditions by clicking [here](#). By electing to utilize the bill payment service you authorize us to request and review your credit report. You must have an open checking account from which payments will be made. You must designate the complete name of the payee, the payee's account number, remittance address, the amount of the payment, the date you want the payment amount sent from your account, and any other information we may require to process your transactions. You may make a single bill payment, or set up recurring bill payments to a particular payee in a fixed amount on a scheduled payment date. We reserve the right to refuse to pay any payee you designate for any reason. In the event we refuse a payment we will provide you with notice of such refusal. Most bill payment transactions will be processed and completed within ten (10) business days. You understand that delays in posting and handling payments may result in some transactions not being credited to your payee account. As a result, it is necessary that payment dates you specify be no less than five (5) business days prior to the bill's actual due date. You understand and agree that we are not responsible for the timely delivery of mail, the improper transmission, handling, or posting of payments, or any late fees you may be assessed by a payee for failure to pay bills on time. You acknowledge that while some bill payment transactions are transmitted electronically, in other cases it will be necessary for us to print a check and mail it to the payee.

THE FOREGOING SHALL CONSTITUTE MSGCU'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL MSGCU BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND OR THE SERVICE. We will use our best efforts to make all of your payments properly. However you agree that we shall not be liable for untimely or failed bill payments as the result of your failure to maintain sufficient funds to complete the transaction, your failure to provide us with accurate payee and billing information, System downtime, the acts of payees (such as mishandling or delaying crediting of a payment sent through the Service), or other circumstances beyond our control that prevent completion of the transaction even though we have taken reasonable steps to avoid those circumstances. In the event we cause an incorrect amount of funds to be removed from your account or direct funds to a payee that do not comply with your instructions, we will return the improperly transferred funds to your account and/or transfer funds to the appropriate payee. In the event that you notice an error or have any questions in regards to the Bill Payment service, please contact Member Services at (586)263-8800. You may cancel a bill payment you have authorized. You must cancel such payment by 4:00 PM ET the day before the date you have scheduled for the payment to be debited from your account. To cancel a payment you must follow the instructions as indicated on the appropriate System screens. A stop payment order fee may be assessed pursuant to your account

agreement.

In using the Service, you are requesting the system make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are not sufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. If the transaction is completed and this results in your account being overdrawn, you agree to reimburse us in accordance with your account agreement.

You agree to promptly notify in writing the Member Service Department of any address changes. Additionally, you agree to notify the Member Service Department at least ten (10) Business Days in advance of any change in your Payment Account or your banking status. You may elect to cancel the bill payment service at any time by contacting MSGCU at (586) 263-8800. The service will not be cancelled until all pending payments have cleared your account. MSGCU may cancel or suspend the bill payment service at any time for any reason without providing you with prior notice. MSGCU reserves the right to refuse to pay any Payee to whom you may direct a payment. MSGCU is obligated to notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment under this Agreement.

Your enrollment in the Service may not be fulfilled if MSGCU cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the MSGCU may request a review of your credit rating at its own expense through a consumer reporting agency. In addition, you agree that MSGCU may obtain financial information regarding your account from a Payee or financial institution to resolve payment-posting problems.

In the event of a dispute regarding the Service, you 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 MSGCU except as otherwise provided herein. This Agreement supersedes any proposal or prior agreement, oral or written, and any other communications between you and MSGCU relating to the subject matter of this Agreement. If there is a conflict between what an employee of MSGCU says and the terms of this agreement, the terms of this agreement will prevail.

You may not assign this Agreement to any other party. MSGCU may assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

MSGCU shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by MSGCU. No delay or omission on the part of MSGCU 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.

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.

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to its conflicts of law provisions.

**The following fees may be assessed against your account:**

- Non-sufficient funds
- Stop payment

See Michigan Schools and Government Credit Union's Fee Schedule and Business Account Fee Schedule for a current listing of all Bill Payment fees.

**G. Transfer of Funds - Posting**

Transfers you initiate shall be posted Remote real time.

**H. Periodic Statements**

You will *NOT* receive a separate statement regarding transactions you complete on-line. All transactions will appear on the periodic paper statement for the account(s) that have been accessed and transactions performed via the System. You may also view account activity on the appropriate System screens.

**I. Security**

The agreed security procedure is use of your account number, or user id, and password. The account number, user id, and password are intended to provide security against unauthorized access to your account. All data transferred to and from the System utilizes encryption technology consistent with industry standards to reasonably protect the security of data transferred. It is your sole responsibility to assure that your account number, user id, and password are not revealed or otherwise made available to persons not authorized to access your accounts.

The loss, theft, or unauthorized use of your account number, user id, and password could result in the loss of funds in your account, plus any amount that may be available under an overdraft protection line of credit. You agree to assume all liability for voluntary disclosure of your account numbers and password to any person(s) or entities, and to assume all responsibility for transactions or other account activity performed by person(s) or entities other than yourself to whom you have given your account number and password. **YOU ALSO AGREE TO IMMEDIATELY NOTIFY US OF ANY UNAUTHORIZED USE OF YOUR PASSWORD, ANY ACCESS OR ATTEMPTED ACCESS, TRANSACTION OR ATTEMPTED TRANSACTION, OTHER ACCOUNT ACTIVITY OR ATTEMPTED ACCOUNT ACTIVITY, OR ANY OTHER BREACH OF SECURITY.**

By accessing your accounts via the System you represent and agree that you have considered the security procedures contained herein and find that they are commercially reasonable for verifying that a transfer or other communication purporting to have been made by you is in fact yours. In reaching this conclusion you have considered the size, type, and frequency of transfers or other communications that you anticipate issuing through the System. If in your judgment these security procedures are not commercially reasonable or circumstances change so that you believe the procedures are no longer commercially reasonable, you must notify us within 30 days.

**J. Fees and Charges**

You agree to pay all fees and charges due and owing to us for use of the System and authorize payment of such fees via deduction on the 1st day of each month from your account. Fees and charges for use of the System shall be those listed in the current fee schedule which can be accessed by clicking here.. These fees shall be in addition to any regular transaction fees that may be in effect for accounts you access via the System. In addition, we may assess a fee for any bill payment request drawn against an account for which there is insufficient funds. Under no circumstances will MSGCU be responsible for telephone or Internet Service Provider fees you incur to access the System.

**K. Warranty Disclaimer**

The System is provided on an AS IS basis. We make no warranty of any kind, either express or implied, including any warranty of merchantability or fitness for a particular purpose for the System. We do not warrant that the System will operate without errors or that it will be available for use in accordance with the terms of this Agreement.

**L. Limitation of Damages**

You hereby agree that our officers, directors, employees, contractors, or agents are not liable for any direct, indirect, special, incidental, exemplary, or consequential damages including lost profits, revenue or data whether in an action based in contract, tort, or warranty caused by MSGCU, the System, or the use thereof, or arising out of the installation, use, or maintenance of any products or services subject to this Agreement. Except as specifically set forth in this Agreement you agree that our entire liability and your exclusive remedy shall be amounts paid by you equal to one month of services provided through the System. MSGCU shall in no event be liable for any direct, indirect, special, incidental, exemplary, or consequential damages including lost profits, revenue or data whether in an action based in contract, tort, or warranty caused by the MSGCU, the System, or the use thereof, or arising out of the installation, use, or maintenance of any products or services subject to this Agreement.

**M. Contact with Michigan Schools & Government Credit Union**

You may contact us for any reason related to this Agreement by telephoning (586) 263-8800 or in writing to Michigan Schools & Government Credit Union, 40400 Garfield Road, Clinton Township, MI 48038. You agree to immediately notify us of any change in your mailing address.

**N. Electronic Funds Transfer Disclosure**

The following information supplements the information contained in the Electronic Funds Transfer Agreement provided to you in connection with the Electronic Funds Transfer Act.

Types of Transfers You May Make

You may make the following types of electronic funds transfers using the Bill Payment Services:

- Make recurring payments from your checking account
- Make nonrecurring payments from your checking account
- Make transfers from your checking account to another financial institution

Limitations on transactions

The following are limitations to the use of the Credit Union's Bill Payment Service:

- Bill payments can only be made from your checking account
- Payments cannot be made for tax payments, government or court-ordered payments

- If your designated bill payment account is closed all scheduled payments will be stopped
- You cannot stop a payment if the payment has already been processed
- You can schedule payments 24 hours a day, seven (7) days a week, however, payments scheduled on a Saturday, Sunday, or on a holiday will be processed within one to two business days

There is a maximum dollar amount of \$20,000.00. There are no limitations on the frequency of transfers.

We may decline to accept any proposed payee at our sole discretion; if we choose to do so you will be notified. This is most likely to occur if we have had or are currently having any problems with the payee.

#### Fees

You may be assessed fees for the above-described electronic funds transfers. Please refer to the fee schedule you received upon opening your account with MSGCU, or the most recent version thereof. An additional on-line fee may be assessed to your account. Please refer to Section J of this Agreement.

#### **O. Miscellaneous Terms**

In addition to this Agreement and your Electronic Funds Transfer Agreement, you agree to comply with and be bound by all terms and conditions of all applicable account agreements with MSGCU, and with all applicable laws and regulations. We refer you to your account agreement that you received when you opened your account with us for additional terms and conditions and other disclosures that apply to your account.

We shall not be deemed to have waived any of our rights or remedies hereunder or under your account agreement unless such waiver is in writing and signed by an authorized representative of MSGCU. No delay or omission on our part in exercising any rights under this Agreement or any account agreement you have with us shall not operate as a waiver of such rights or remedies.

We may make amendments to this Agreement and EFT Disclosure and any related fees or charges by sending you a notice via e-mail or regular mail sent to your address as it appears in our records. Any use of the System after we send you a notice of change shall constitute your acceptance of such change in terms of this Agreement.

Sections headings are for convenient reference only and shall not affect the meaning or have any bearing on the interpretation of any provision of this Agreement.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby.

This Agreement together with all exhibits referenced herein, constitutes the entire Agreement between you and MSGCU and supersedes all other proposals either oral or written between you and MSGCU on this subject.

This Agreement shall be binding upon the successors and/or assigns of both parties. Obligations of both parties with respect to confidential or private information and data pursuant to this Agreement remain in effect and shall continue and survive cancellation, termination, or expiration of this Agreement.

This Agreement shall be subject to and interpreted under the laws of the State of Michigan.

I understand this agreement is in full force and effect until I delete the above account from my accounts transfer list.

**P. Your Acceptance**

By accessing your account(s) via the System you represent that you have read, fully understand and accept the terms of this Agreement, including but not limited to your intent that it be an addendum to your Electronic Funds Transfer Agreement with us.