

Home Banking Agreement

PRIOR TO ENTERING OUR HOME BANKING SITE ALL FIRST TIME USERS WILL BE REQUIRED TO ACCEPT THE FOLLOWING TERMS AND CONDITIONS BEFORE ACCESS IS GRANTED.

BATTLE CREEK AREA COMMUNITY FEDERAL CREDIT UNION HOME BANKING SERVICES AGREEMENT AND DISCLOSURE

READ THIS AGREEMENT AND DISCLOSURE STATEMENT CAREFULLY AND PRINT A COPY FOR YOUR FILES. To print this Agreement, click on the print icon on your browser toolbar, or choose File and Print from your browser menu. If you are unable to print the Agreement and you would like us to send you a copy, please send an e-mail with your name and address to contactus@bcacfcu.org or you may telephone us at 269-968-8063.

This agreement permits Battle Creek Area Community Federal Credit Union and the member to deliver certain information to each other electronically instead of on paper or "in writing". The information that may be delivered electronically includes, but is not limited to, notices, disclosures, and other information required by federal law under the Electronic Funds Transfer Act, Regulation E, of the Federal Reserve Board.

This Agreement is the contract that covers your and our rights and responsibilities concerning Home Banking services offered to you by Battle Creek Area Community Federal Credit Union. In this Agreement, the words "you" and "yours" mean those who access Home Banking and any authorized users. The word "account" means any one or more accounts you have with the Credit Union.

By accessing the Home Banking service and/or performing transactions you agree to the following terms governing your and our rights and responsibilities concerning the Home Banking electronic funds transfer services. Electronic funds transfers ("EFTs") are electronically initiated transactions through Home Banking involving your deposit accounts.

1. Home Banking Services. You must use your member number along with your password to access your accounts. Home Banking services is accessible seven (7) days a week, 24 hours a day. However, from time to time, the system may be temporarily unavailable due to system maintenance. You will need a personal computer and a web browser (such as Microsoft Internet Explorer or Netscape Navigator) to access Home Banking. The Home address for Home Banking is www.bcacfcu.org. You are responsible for the installation, maintenance and operation of your computer and modem. The Credit Union will not be responsible for any failures involving any telephone service or your computer. At present time you may use the Home Banking Service to:

- ◆ Obtain balance information for all of your accounts.
- ◆ Review transaction history for savings, checking and loan accounts.
- ◆ Transfer funds between your savings, checking, and loan accounts.
- ◆ Request that a withdrawal from any savings or checking account be mailed to you in check form.
- ◆ Download information into Quicken or Money.
- ◆ Apply for a loan.
- ◆ Review current and prior year tax information.
- ◆ Stop payment on a check.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit account will be subject to your Loan Agreement and

Disclosures, as applicable. The Credit Union does not make any warranty, express or implied to you regarding the Quicken or Money software programs including but not limited to any warranty of merchantability or fitness for a particular purpose.

2. Home Banking Service Limitations. The following limitations on Home Banking transactions may apply.

a. Transfers. You may make transfers out of your share draft account as often as you like. You may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephone, audio response, automatic teller machine, computer order or instruction, or similar order to a third party from your share savings account. Transfers from your Money Market Share account will be limited to three (3) transactions per 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 the Agreement, or your deposit or loan agreements. 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. All checks requested through Home Banking are payable to you as a primary member and will be mailed to your postal address of record. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

b. Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.

c. E-Mail. The Credit Union may not immediately receive E-mail communications that you send and the Credit Union will not take action based on E-Mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. The Credit Union will not process any type of transaction through e-mail. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may telephone the Credit Union at 269-968-8063.

3. Security of Access Code

a. Initial Access. After you have successfully logged on to our Home Banking Service for the initial sign on, you will be required to specify a new personal access code for future access to the system. After your initial sign-on, you may change your password at any time by selecting the appropriate function from the "More Features" option with Home Banking.

b. Security. The personal identification number or access code that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to any one not authorized by you to sign on your accounts. If you authorize anyone to use your access code, you understand that person may use the Home Banking service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions.

c. Authorization. If you authorize anyone to use your access code, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your access code. You are responsible for any transactions made by such person until you notify us that transaction and access by that person are no longer authorized and your access code is changed. If you fail to maintain or change the security of these access codes and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

4. Member Liability. You are responsible for all transfers you authorize using the Home Banking services under this Agreement. If you permit other persons to use your access code, you are responsible for any transactions they authorized or conducted on any of your accounts. However, tell us at once if you believe anyone has used your access code and accessed your accounts without your authority. If your statement shows Home Banking transfers that you did not make, tell us at once. If you do not tell 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 telling us, we may extend the time periods. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your access code without your permission. If you believe your access code has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your access code without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your access code, and we can prove we could have stopped someone from using your code without your permission if you had told us, you could lose as much as \$500.

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, call 269-968-8063 or write:

Battle Creek Area Community FCU
ATTN: Home Banking
240 North Helmer Road
Battle Creek, MI 49015

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

6. Fees and Charges. There are certain charges for services as set forth below. From time to time, the charges may be changed. We will notify you of any changes as required by law.

- a. There is no monthly fee for the Home Banking online service.
- b. Stop Payments: There is a \$10.00 charge for each stop payment placed. Stop payments are valid for a period of six (6) months. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time.

7. Right to Receive Statements. Transfers and withdrawals transacted through Home Banking will be recorded on your periodic statement. You will receive a statement monthly by mail.

8. 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.bcacfcu.org. However, we will disclose information to third parties about your account or the transfer you make 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; or
- d. If you give us your written permission.

9. Limitation of Liability for Home Banking Services. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance;

- a. If through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive or the transfer would exceed the credit limit on your line of credit, if applicable.

- b. If you used the wrong security code or you have not properly followed computer instructions, or Credit Union user instructions for making transfers and payment transactions.
- c. If your computer fails or malfunctions or the phone lines or Credit Union computer system was not properly working and such problem should have been apparent when you attempted such transaction.
- d. If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent the transaction, despite reasonable precautions that we have taken.
- e. If the funds in your account are subject to an administrative hold, legal process or other claim.
- f. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- g. If the error was caused by a system beyond the Credit Union's controls such as a telecommunications system, an Internet service provider, or any computer virus or problems related to software not provided by the Credit Union.
- h. If there are other exceptions as established by the Credit Union.

Our sole responsibility for an error in a transfer 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.

10. Termination of Online Banking Services. You agree that we may terminate this Agreement and your Home Banking services, if you, or any authorized user of your Home Banking services or access code 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 access code. In addition, we reserve the right to terminate the service if you fail to use the service for more than six months.

You or any other party to your account can terminate the Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

11. Notices. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you by mail at least twenty-one (21) days before the effective date of any change, as required by law. Any change in terms will also be published on-line for your acceptance, prior to log on.

12. Statement Errors. In case of errors or questions about your Home Banking electronic transactions, contact us by: telephone at 269-968-8063; or write us at Battle Creek Area Community Federal Credit Union, 240 North Helmer Road, Battle Creek, MI 49015, as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. 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 account 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 the account (new accounts), 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 error, 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, so that you will have 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 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.

13. Enforcement. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in the 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, expense from you account(s) 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 the Agreement, the prevailing party shall be entitled, subject to Michigan law, to 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 the Agreement.

14. Regulatory Authority. If you believe that any provision of the Michigan Electronic Funds Transfer Act has been violated you should notify the National Credit Union Administration, Division of Supervision at 9 Washington Square, Washington Avenue Extension, Albany, NY 12205-5576.