

# Extra Credit Union

## Electronic Banking Agreement and Disclosure

This Agreement and Disclosure ("Agreement") provides information about and states the terms and conditions for Extra Credit Union online banking service ("eBanking"), mobile banking, and bill payment service ("eBill Pay"). By clicking "I Accept," "I Agree," "Proceed," or "Continue," as applicable, or by using any of Extra Credit Union's online or mobile banking services, you agree to be bound by and fully comply with this entire Agreement.

As used in this Agreement, the terms "you" and "your" refer to each member who has enrolled to receive Extra Credit Union eBanking, mobile banking, and/or Extra Credit Union eBill Pay. The terms "we," "our," "us," or "credit union" refer to Extra Credit Union. All references to time of day in this Agreement refer to Eastern Standard Time, unless otherwise indicated.

If you would like a paper copy of this Agreement sent to you, please contact us at (586) 276-3000 or you can access it at [www.ExtraCreditUnion.org](http://www.ExtraCreditUnion.org) under Resources, Agreements and Disclosures (<https://www.extracreditunion.org/resources/agreements-and-disclosures>).

1. Extra Credit Union eBanking, mobile banking, and eBill Pay are consumer electronic banking services designed to meet the needs of our members. You may become eligible by enrolling online or in the mobile application for these services. To be eligible you must be a member in good standing at the credit union.
2. Equipment Specifications

You are responsible for obtaining, installing, maintaining, and operating all computer hardware, software, and internet access necessary to access eBanking, mobile banking, and eBill Pay. The credit union will not be responsible for any errors or losses resulting from the malfunction of your hardware, software, or any internet service provider or for your use of hardware or other equipment. Computer hardware and software are required to access electronic banking services.

Minimum system requirements include:

- A personal computer with internet capability; phone or tablet with internet capability for the mobile application (Currently, iOS version 14.0 and higher or Android version 7.0 and higher\*)
- An internet service provider

- A web browser (Microsoft Edge—latest version (older version will no longer work 60 days after a new version is released); Chrome (If Chrome is two versions older than the current version, it may no longer work); Safari—latest version (older versions will no longer work approximately 60 days after a new version is released); Firefox (If Firefox is two versions older than the current version, it may no longer work.)\*)

\*As newer versions are released, support will be depreciated for older versions.

### 3. Access to System

Once you have accepted this Agreement to use eBanking, mobile banking, and eBill Pay, you will be required to enter your member account number, unique username and your password/passcode to access the system. Two-factor identification is also required. After this initial login, you will be required to change your password/passcode for future access. You agree to use the required methods to access the system. These methods we require may be used with other identifying information to identify and verify you. You agree that the credit union is authorized to act and may act on instructions we receive under the agreed upon identification and verification method. You accept total responsibility for your account, account number, PIN and any other code, password, or other means of identification we may provide to you and agree to keep them confidential and secure and to follow all provisions of this Agreement related to security. Enabling your computer to memorize or save your password or other security codes shall be considered authorization for any subsequent use of your computer and access to eBanking, mobile banking, and eBill Pay by any other person.

Once enrolled, you will have access to eBanking, mobile banking, and eBill Pay twenty-four hours a day, seven days a week, unless an emergency exists or scheduled system maintenance is being performed. We will make reasonable efforts to keep eBanking, mobile banking, and eBill Pay services available on a continuous basis; however, we do not guarantee that the online services will be available at all times, on all networks, or in all regions. In the event the services will not be available for any extended period of time, a notice will be

posted on our web site informing you of such unavailability. You agree that we are not liable nor are we responsible for any loss or damage incurred or suffered by you as a result of any interruption in our services. The credit union reserves the right to, and you agree that the credit union may limit, suspend, or terminate your access to eBanking, mobile banking, and/or eBill Pay at any time for any reason.

#### 4. Services

Electronic banking services, subject to eligibility, may include, but is not limited to, the following:

- Transfer funds.
- Transfer funds to make a loan payment.
- Transfer an advance from your flexLine of credit (minimum \$50).
- Inquire on balances and available balances on all share accounts.
- Inquire on loan balances, next loan payment due date and amount, and loan payoffs.
- Obtain a history of transactions for most of your credit union account(s).
- Change your password/passcode.
- Schedule recurring transfers.
- Schedule alert notifications.
- View account statements.
- View a copy of the front and back of any check that cleared through the account history.
- Order checks.
- eDeposit checks (RDC).

You may use eBill Pay to do the following:

- Schedule payments to third parties from your checking account.
- View the payments that are scheduled to be paid.
- View the payments that have been paid.
- Cancel pending payments.
- Setup recurring payments.

#### 5. Transfer of Funds - Posting

Transfers between your Extra Credit Union accounts that you initiate online are posted immediately to your account. External transfers are

posted in accordance with financial institution practices, ACH rules, and applicable law.

## 6. Periodic Statements

You will NOT receive a separate statement regarding transactions you complete via eBanking, mobile banking, or eBill Pay. All transactions will appear on the regular periodic statement for the account(s) that have been accessed to perform transactions via eBanking, mobile banking, or eBill Pay. You may also view account activity on the appropriate eBanking, mobile banking, and eBill Pay screens.

## 7. Security

You understand the importance of your role in preventing misuse of your accounts through eBanking, mobile banking, or eBill Pay and you agree to promptly review your statement for each of your accounts as soon as you receive it. You agree to protect the confidentiality of your account, account number, PIN and any other code, password, or other means of identification we may provide to you or that you select. These means of identification are intended to provide security against unauthorized entry or access to eBanking, mobile banking, or eBill Pay or your accounts. You also agree to protect the confidentiality of your other personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself or together with information related to your account may allow unauthorized access to your account. All data transferred to and from eBanking, mobile banking, or eBill Pay utilizes encryption technology consistent with industry standards to reasonably protect the security of data transferred and identification technology to verify that the sender and receiver of eBanking, mobile banking, or eBill Pay transmissions can be appropriately identified by each other. Use of such technology does not, however, guarantee information transmitted cannot be accessed by unauthorized third parties, and you acknowledge that the internet is inherently insecure. Except as otherwise required by law, you understand and agree that the credit union will not be liable for a breach of security in connection with the services offered in this Agreement. We cannot and do not warrant that all data transfers utilizing eBanking, mobile banking, or eBill Pay or e-mail transmitted to or by us will not be monitored or read by others.

It is your sole responsibility to assure that your identification numbers, passwords/passcodes or PINs are not revealed or otherwise made available to persons not authorized to access your accounts. You agree to assume all liability for disclosure of your identification numbers, passwords/passcodes or PINs 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, who have obtained your identification numbers and password/passcode by such disclosure. You also agree to immediately notify us by telephone at (586) 276-3000 of any unauthorized use of your password/passcode, any access or attempted access, transaction or attempted transaction, other account activity or attempted account activity, or any other breach of security.

None of our employees will contact you via telephone or email requesting your access codes. If you are contacted by anyone requesting this information, please contact us immediately at (586) 276-3000.

The credit union is not responsible for any electronic virus or viruses that you may encounter. The credit union encourages its members to routinely scan their computers using a reliable virus detection product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware and can spread to other computers.

Extra Credit Union's website and/or mobile banking application may contain links to other websites. We make no representations about any other website that you may access to, from, or through our website. Unless expressly stated in writing, we do not endorse the products or services offered by any third party linked on the website or the mobile application, nor are we responsible for any software or the content of any information published on the website of a third party. Third party sites may have a different privacy policy or may provide less security than Extra Credit Union. You should take precautions to protect your computer software and data from viruses and other destructive programs when downloading files through the internet or any third party site.

By accessing your accounts via eBanking, mobile banking, or eBill Pay, 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 eBanking, mobile banking, or eBill Pay. 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, discontinue use of eBanking, mobile banking, and eBill Pay and notify us of your termination of eBanking, mobile banking, and eBill Pay by writing to Extra Credit Union, 6611 Chicago Rd., Warren, Michigan 48092. Termination by either party does not relieve you of your liability for transactions or responsibilities for payment of all fees incurred prior to termination.

## 8. Fees and Charges

You agree to pay all fees and charges due and owing to us for use of eBanking, mobile banking, or eBill Pay and authorize payment of such fees via deduction from your account. Fees and charges, if any, for use of eBanking, mobile banking, or eBill Pay shall be those listed in the current Fee and Service Charge Schedule. These fees shall be in addition to any regular transaction fees that may be in effect for accounts you access via eBanking, mobile banking, or eBill Pay.

Under no circumstances will we be responsible for telephone or internet service provider fees you incur to access eBanking, mobile banking, or eBill Pay.

## 9. Warranty Disclaimer

EBANKING, MOBILE BANKING, AND EBILL PAY SERVICES ARE 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 EBANKING, MOBILE BANKING, OR EBILL PAY. WE DO NOT WARRANT THAT EBANKING, MOBILE BANKING, OR EBILL PAY WILL OPERATE WITHOUT ERRORS OR THAT THEY WILL BE AVAILABLE FOR USE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. THIS WARRANTY DISCLAIMER EXTENDS TO ANY SERVICE OF EBANKING, MOBILE BANKING,

AND EBILL PAY WHICH INCLUDES, BUT IS NOT LIMITED TO, THE SERVICES LISTED HEREIN IN SECTION 4.

10.       Limitation of Damages

You hereby agree that our officers, directors, employees, contractors, agents or vendors are not liable for any direct, indirect, special, incidental, exemplary, or consequential damages including lost profits, income, revenue or data whether in an action based in contract, tort, or warranty caused by the credit union, its vendors, eBanking, mobile banking, or eBill Pay, or the use thereof, or arising out of the installation, use, or maintenance of any products or services subject to this Agreement. You further agree damages resulting from use of eBanking, mobile banking, or eBill Pay shall be limited to \$250, unless a higher amount is expressly authorized or granted by law.

11.       Contact with the Credit Union

You may contact us for any reason related to this Agreement by calling (586) 276-3000, in writing to Extra Credit Union, 6611 Chicago Road, Warren, Michigan, 48092, or via e-mail at [info@extracreditunion.org](mailto:info@extracreditunion.org). You agree to immediately notify us of any change in either your e-mail address or mailing address.

You understand that you may send and receive email messages to and from the credit union. You agree and acknowledge that we may not immediately receive email that you send. The credit union is not responsible for any delay in messages. Urgent messages should be verified by a telephone call to the credit union. You agree not to send critical data, including account numbers, social security numbers, or other sensitive data, via email messages.

12.       Electronic Fund Transfers Agreement and Disclosure

The Electronic Fund Transfers Agreement and Disclosure (EFT Disclosure) is itself an agreement between you and the credit union, which was agreed to and provided to you at the time of the relevant account opening. It is also a disclosure of certain terms and conditions and your rights as required pursuant to the federal Electronic Fund Transfers Act and its implementing regulation, Federal Reserve Board Regulation E, and the Michigan Electronic Funds Transfers Act. The

EFT Disclosure applies to all electronic fund transfers including electronic fund transfers conducted via eBanking, mobile banking, and eBill Pay, and the EFT Disclosure in its entirety is incorporated into this Agreement by this reference. A copy of the EFT Disclosure can be found on Extra Credit Union's website at <https://www.extracreditunion.org/resources/agreements-and-disclosures>. Certain provisions of the EFT Disclosure are provided in this Agreement for convenience. If there is any discrepancy or inconsistency between the EFT Disclosure provisions provided in this Agreement and the EFT Disclosure itself, the EFT Disclosure shall control.

### Accounts Accessed

All credit union share and loan accounts, as applicable, may be accessed via eBanking, mobile banking, or eBill Pay for completion of electronic fund transfers.

### Fees

You may be assessed fees for the above-described electronic fund transfers. Please refer to the EFT Disclosure and current Fee and Service Charge Schedule, as may be amended from time to time. An additional online fee may be assessed to your account. Please refer to Section 8 of this Agreement.

### Documentation

You will receive a periodic statement at least quarterly from the credit union. You will receive a monthly statement for any month in which you completed an electronic fund transfer. It is your responsibility to review each statement you receive for its accuracy and to contact the credit union as set forth in this Agreement if you discover an error or unauthorized transfer of funds.

You agree and consent to receive all statements, notices, and disclosures from us electronically. All communications sent from us to your email address on record shall be deemed given and received by you immediately upon being sent. You may withdraw this consent at any time and be entitled to paper communications by calling us at 586-276-3000 or in writing to 6611 Chicago Rd., Warren, Michigan 48092. Note



that there may be a fee to receive paper statements. If you do withdraw your consent, we can terminate your access to eBanking, mobile banking, and eBill Pay services offered with this Agreement.

### Error Resolution

In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

(586) 276-3000

or write to:

Extra Credit Union  
6611 Chicago  
Warren, MI 48092

- Tell us your name and account number
- Describe the electronic transfer 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 determine whether an error occurred within ten (10)\* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45)\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)\*\* business days for the amount you think is in error so that you will have the use of your 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 credit your account.

We will tell you the results within three (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.

\*If you give notice of an error occurring within thirty (30) days after you made the first deposit to your account, we may take up to twenty (20) business days instead of ten (10) business days to investigate the error.

\*\*If you give notice of an error occurring within thirty (30) days after you made the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to ninety (90) days instead of forty-five (45) to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to twenty (20) business days instead of ten (10) business days to credit your account.

### Business Days

Our business days are Monday through Friday, excluding holidays.

### Disclosure of Account Information

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

- Where it is necessary to complete transfers.
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- In order to comply with any law, governmental agency or court orders.
- If you give us written permission.

### Right to Stop Payment for Preauthorized Transfers

In order to stop payment on a transfer you have pre-authorized, you must notify the credit union orally at the telephone number listed above or in writing at the address listed above. You may also initiate a stop payment via eBanking (through the website). We must receive your

request at least three (3) business days in advance of the time the transfer is to be made. If you telephone your request, you may be required to submit a confirming written request within fourteen (14) days. If you fail to provide the credit union with the written request within fourteen (14) days, your stop payment order will cease to be binding. Refer to the credit union's Fee and Service Charge Schedule, as may be amended from time to time, or contact us at (586) 276-3000 for current fees for a stop payment order.

### Your Liability for Unauthorized Transfers

You must report to the credit union AT ONCE if you believe your account number, PIN, or any other code, password, or other means of identification we have provided to you has been stolen, disclosed to or used by an unauthorized person. Enabling your computer to memorize or save your password or other security codes shall be considered authorization for any subsequent use of your computer and access to eBanking, mobile banking, or eBill Pay by any other person. Telephoning the credit union is the best way to keep losses at a minimum. If you notify us within two (2) business days after you learn of the loss or theft of your card or PIN, you can lose no more than \$50 if someone used your card or PIN or accessed your account without permission.

If you do NOT notify us within two (2) business days after you learn of the theft or unauthorized use of your account number, PIN or any other code, password, or other means of identification we have provided to you and the credit union can prove it could have stopped someone from using your identification or password without your permission if you had told the credit union, you could lose as much as \$500.

Also, if your statement shows transfers that you did not authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was delivered to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a hospital stay or long trip) kept you from telling us of the unauthorized transfer, we may extend the notice period, as deemed reasonable.

If you believe the account number, PIN, or any other code, password, or

other means of identification we have provided to you has been lost, stolen, disclosed to or used by an unauthorized person or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address indicated in this Agreement.

### Credit Union Liability for Failure to Make Electronic/Pre-Authorized Transfers

If the credit union does not complete an electronic/pre-authorized transfer to or from your account on time or in the correct amount according to its agreement with you, the credit union will be liable for your losses or damages. However, the credit union will not be liable for direct or consequential damages in the following events:

- If through no fault of the credit union, you do not have sufficient funds available to make the transfer, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit;
- If the transfer would go over the credit limit of your overdraft line;
- If your account has been closed or is frozen;
- If the money in your account is subject to legal process or other claim;
- If the funds in your account are pledged as collateral or frozen because of a delinquent loan;
- If the system, including the telephone or computer equipment, online/PC, or mobile banking, was not working properly and you knew of the malfunction at the time the pre-authorized transfer was scheduled to be transferred;
- If circumstances beyond the control of the credit union (such as flood or fire) prevent the transfer despite reasonable precautions taken by the credit union;
- A court order or other legal process prohibits the transfer or payment;
- You have previously reported to the credit union that you have a reasonable basis for believing that unauthorized use of your identification number or password has occurred or may be occurring;

- If you have not properly followed on-screen instructions for using eBanking or mobile banking;
- If you have not provided us with complete or accurate information for the eBill Pay services, including without limitation, the name, address, your payee assigned account number, payment amount, and payment date for the payee on a bill payment;
- If you or anyone authorized by you commits fraud or violates any laws or regulations;
- If you are in default under any agreement with the credit union or if the credit union or you terminate this Agreement; or
- If you fail to observe the terms of this Agreement or any account agreement(s) relating to electronic fund transfers.
- eBill Pay can only confirm the amount, the participating merchant, and the date of the bill payment transfer made by the credit union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.

### Regulatory Agency

The Michigan Electronic Fund Transfers Act governs electronic fund transfers, except to the extent the federal Electronic Fund Transfer Act and its implementing regulations are controlling. If you believe the credit union may have violated the laws governing electronic fund transfers, you may contact:

Department of Insurance and Financial Services  
P.O. Box 30220  
Lansing, Michigan 48909-7720

Federal Trade Commission  
Electronic Funds Transfers  
Washington, DC 20580

During the course of performance of this Agreement, the credit union may obtain and collect non-public personal information about you. Such information may be obtained through information you provide on applications for services, via e-mails, or in response to surveys we may present to you. The collection of this information is for the sole and exclusive purpose of tailoring the product and service offerings of eBanking, mobile banking, and eBill Pay to your particular interests. Under no circumstances will such information ever be disclosed to any non-affiliated third party for any purpose, except as may otherwise be authorized or required by law. We refer you to Extra Credit Union's "What Does Extra Credit Union Do With Your Personal Information?" document, which you received at account opening, for further information regarding our privacy policies and procedures, which you can access on Extra Credit Union's website at <https://www.extracreditunion.org/resources/agreements-and-disclosures>.

#### 14. Arbitration and Class Action Waiver

You acknowledge and agree that the ECU Membership and Account Agreement (which you agree is incorporated into and is part of this Agreement) includes Arbitration and Class Action Waiver provisions and that any disputes regarding this Agreement shall be governed by those provisions, unless you opted out of them in accordance with the ECU Membership and Account Agreement.

#### 15. Miscellaneous Terms

In addition to this Agreement, you agree to comply with and be bound by all terms and conditions of all applicable account agreements with the credit union and with all applicable law and regulations. We refer you to your Membership and 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, and any revisions to such agreements and disclosures as may occur.

We shall not be deemed to have waived any of our rights or remedies hereunder or under your Membership and Account Agreement unless such waiver is in writing and signed by an authorized representative of

the credit union. Any delay or omission on our part in exercising any rights under this Agreement or any other 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 the EFT Disclosure and any other account agreements/disclosures with Extra Credit Union and any related fees or charges at any time and without notice. However, any amendments will be made in accordance with applicable law, including any notice requirements. Any required or voluntary notice will be sent by sending you a notice via e-mail or regular mail sent to the address as it appears in our records. Unless otherwise required by law, we will provide you notice of such changes in a manner we deem reasonable. Any use of eBanking, mobile banking, or eBill Pay after we send you a notice of change shall constitute your acceptance of such change in terms of this Agreement or the EFT Disclosure and any other account agreements/disclosures with Extra Credit Union. Do not use our eBanking, mobile banking, or eBill Pay services if you do not agree to all the terms and conditions. Whether or not you actually read these terms and conditions, your use of the site will be deemed as acceptance of them.

Section 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 constitutes the entire Agreement between you and the credit union and supersedes all other proposals either oral or written between you and the credit union on this subject.

This Agreement shall be binding upon the successors and assignees 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 and the EFT Disclosure and any other account agreements/disclosures with Extra Credit Union are governed by federal

laws and regulations, laws and regulations of the state of Michigan, and local clearinghouse rules and may be amended from time to time.

Except as otherwise provided in Section 14, any disputes regarding this Agreement shall be subject to the jurisdiction of the appropriate court in Macomb County or Federal District Court of the Eastern District of Michigan.

You agree that you will be liable to us for any loss, cost or other expenses, including reasonable attorney's fees, we incur as a result of your failure to comply with the terms and conditions set forth herein and as we may amend from time to time. You authorize us to deduct any loss, cost or other expenses including reasonable attorney's fees for any action we may take to enforce this Agreement from any account you hold at the credit union.

#### 16. Your Acceptance

By accessing your account(s) via eBanking, mobile banking, or eBill Pay, 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 account agreements with us.

1/2023