

## **Milledgeville Community Credit Union's Electronic Services Agreement and Disclosure**

This Agreement between you and Milledgeville Community Credit Union (MCCU) contains the terms, conditions, and disclosures for MCCU's e-services which include Home Banking, E-Statements and E-Notices.

In this agreement, the words "we", "us", and "our" mean the Credit Union. The word "account" means any one or more accounts you have with us. The words "you", "your" and "yours" mean all those who sign the application or signature cards as applicants, joint owners or authorized users. By requesting and using our Home Banking, E-Statements, and/or E-Notices services, each of you, jointly and severally agree to the terms and conditions in the Agreement, and any amendments. Each joint owner, without the consent of any other account owner, is authorized to make any transaction permitted under this Agreement.

**MCCU's Home Banking** service permits you to electronically initiate account transactions involving your deposit accounts and loans with MCCU. You are subject to the rules and regulations governing the general use of those accounts.

**Types of Transactions.** At the present time, you may use MCCU's On-line Home Banking service to access your accounts and perform the following functions:

- Review account balances and transaction history.
- Transfer funds between accounts and make loan payments.
- Setup and receive on-line periodic statements and/or e-notices.
- Change your Home Banking password and your e-mail address registered with us.
- Create automatic transfers between Home Banking accounts and automatic transfer to pay loan payments. View/print account statements if signed up for E-statements.

**Financial Institution's Liability for Failure to Make Transfers.** 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 and the instructions you transmit, we will be liable for your actual losses or damages. However, we will not be liable:

- If, through no fault of ours, you do not have adequate available funds in your account to complete a transaction.
- If you used the wrong password or you have not properly followed any applicable computer, internet access, or our user instructions for making transfer and payment transactions.
- If your computer or internet connection fails or malfunctions or the Home Banking service was not properly working and such problem should have been apparent when you attempted such a transaction.
- If circumstances beyond our control (such as fire, flood, telecommunications outage, postal strikes, equipment or power failure) prevent completing the transaction.
- If you have not given us complete, correct and current instructions to process a transfer or payment.
- If you do not authorize a payment soon enough for it to be made and properly credited by the time it is due.

**MCCU's E-Statements** service allows you to retrieve, view, and print your account statements from within Home Banking. If you choose e-statements, you will no longer receive paper statements in the mail. You may request paper copies for which you may be charged a fee. Please refer to our Fee Schedule for current rates.

**Billing or Statement Errors.** In case of error or questions about your MCCU transactions, **call us at 815-225-7617** during regular business hours or write to:

**Milledgeville Community Credit Union, P.O. Box 70, Milledgeville, IL 61051**

We must hear from you no later than 60 days after we sent the first statement on which the problem appeared:

1. Tell us your name and account number.
2. Describe the error or 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.
3. Tell us the dollar amount and date of the suspected error.

We will investigate the problem within 10 business days after we hear from you and we will correct any error promptly. If we need more time to investigate your complaint or question, however, it may take up to 45 days (90 days if the transfer involved an electronic funds transfer or point of sale transaction or a foreign-initiated transfer). We may or may not credit your account immediately. If we decide that there was no error, we will contact you by the phone number listed on your account. You may request copies of all documentation used for our decision.

**MCCU's E-Notices** service allows you to view and print your account notices from your personal email address. If you choose e-notices, you will no longer receive paper notices in the mail. We will send your account notices to you via e-mail to the last known e-mail address provided and verified by you (as per the requirements of the set-up process). You may request paper copies for which you may be charged a fee. Please refer to our Fee Schedule for current rates.

Types of notices that may be available electronically include but are not limited to:

**Non-Sufficient Funds Notices**  
**Overdraft Protection Notices**

**Delinquency Notices**  
**Return Notices**

This also includes notices that we are required to provide to you under applicable Federal and State statutes and their implementing regulations, as amended from time to time, including:

**Privacy Notice**

**Truth in Lending Act**

**Truth in Savings Act**

**Fair Credit Reporting Act**

**Electronic Funds Transfer Act**

### **Agreements Common to MCCU's Home Banking, E-Statement and E-Notices**

**Accessibility.** MCCU's e-services are accessible twenty-four (24) hours a day, seven (7) days a week. However, services may be inaccessible for a reasonable period of time on a periodic basis due to malfunctions or for system maintenance. In addition, we reserve the right to modify, suspend, or terminate access to your e-service at any time and for any reason without notice.

**Equipment Requirements.** You will need a personal computer, web browser with 128bit encryption, an internet connection, and email address. For e-statements, you will need Adobe Reader to access and print your account statements. For e-notices, you will need to be able to view/print a plain text notice with a program such as Microsoft Word or Notepad. The installation, maintenance, and operation of those items are **your** responsibility. We are not responsible for any errors or failures of your telephone service, internet service, internet connection software, home computer or related equipment.

**Update of Contact Information.** If you change your e-mail address, you agree to notify us of the change so that we may continue to send you your Statement/Notices electronically. You may notify us in person, by phone, through Home Banking, or by mail to: **Milledgeville Community Credit Union, P.O. Box 70, Milledgeville, IL 61051.**

**Service Limitations.** The following limitations may apply in using MCCU's e-services:

a. **Transfers.** You may transfer up to the available balance in your account, except as limited under federal regulations, your deposit and loan agreements. Transactions involving your deposit accounts will be subject to the terms of your account agreement and disclosures, as well as Regulation D.

b. **Account Information.** The account balance and transaction history information may be limited to recent account information involving your account. Also, the availability of funds for transfer may be limited due to the processing time for ATM/debit transactions, end of the month processing, and our Funds Availability Policy.

c. **Security.** For your protection, security restrictions regarding log-on attempts have been implemented. The service will discontinue after numerous unsuccessful login attempts, and there may be limits on the duration of each home banking session.

d. **E-mail.** We may not immediately receive e-mail communications that you send and we will not take action based on e-mail requests until we actually receive your message and have a reasonable opportunity to act. If you need to contact us immediately regarding unauthorized transactions on your account, you may **call us at 815-225-7617** during regular business hours.

**Security of your Password.** Your password is for your security, is confidential and should **NOT** be disclosed to third parties or recorded on paper. You are responsible for safekeeping your password. You agree not to disclose or otherwise make your password available to anyone not authorized to sign onto your accounts. You understand that any joint owner you authorize to use your password may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of your password and the Credit Union suffers a loss, we may terminate your electronic services immediately.

**Your Liability for Unauthorized Transactions.** Tell us **AT ONCE** if you believe there have been unauthorized transactions from your account(s). You are responsible for all transfers you authorize under this Agreement. Telephoning is the best way of keeping your losses to a minimum. If you notify us within two (2) business days after learning of the loss or theft, you cannot lose more than fifty dollars (\$50), if someone accesses your account without permission. If you do not notify us within two (2) business days after you learn of the loss or theft, and we can prove you could have stopped the person from accessing your account without permission if you had notified us, you could lose as much as five hundred dollars (\$500). Also, if your statement shows Online Banking transfers that you did not make, notify us at once. If you do not tell us within 60 days after the statement was sent to you or was made available to you via E-Statements, you may be liable for the full amount of the loss.

**How to notify us in the event of an Unauthorized Transaction or Lost or Stolen Password.** If you believe that someone has stolen or used your password or has transferred money from your account without your permission, **call us at 815-225-7617** during regular business hours or write to: **Milledgeville Community Credit Union, P.O. Box 70, Milledgeville, IL 61051**

**Fees and charges.** There are no fees for MCCU's On-line Banking or E-Statement and E-Notice services. If you request a paper copy of a statement or notice you receive electronically, you may be charged a fee. Please refer to our Fee Schedule for current rates. From time to time, our Fee Policy may change. We will notify you of such changes, as required by law. Any transactions performed through On-line Home Banking are subject to charges under the same terms and conditions of your prior account and loan agreements.

**Termination of MCCU's Electronic Services.** You agree that we may terminate this Agreement and your use of any of MCCU's Electronic Services if you or any authorized users of your account breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account or password.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination. If you do not wish any other transfers and payments to be authorized, it is your responsibility to cancel them before you request termination from the home banking program. Once we have terminated the service, we reserve the right to not make any further transfer or bill payments you have authorized.

**Amendment.** From time to time, we may amend this agreement. If any amendment results in greater cost or liability to you or stricter limitations on the frequency or dollar amounts of transfers, we will give you at least 45 days' notice.

**Enforcement.** You agree to be liable to us for any liability, loss, or expense as provided in this Agreement that we incur as a result of any dispute involving your accounts or services. You authorize us to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable 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.

**This agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable laws of the state of Illinois, and the Bylaws of Milledgeville Community Credit Union as they now exist or may be hereafter amended. You understand that we must comply with these laws, regulations, and rules. You agree that if there is an inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of this Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement between us.**