

## **MY CREDIT UNION Online/Mobile Banking**

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## **I. Introduction**

This Online/Mobile Access Agreement ("Access Agreement") for accessing your MY CREDIT UNION accounts through MY CREDIT UNION Online/Mobile Banking explains the terms and conditions governing the Online/Mobile banking services and bill pay offered through MY CREDIT UNION Online/Mobile Banking. By using the MY CREDIT UNION Online/Mobile Banking Services, you agree to the terms and conditions of this Access Agreement. This Online/Mobile Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is **no** applicable Federal law or regulation, by the laws of the State of Minnesota. The terms "we," "us," "our," "MY CREDIT UNION," and "Credit Union" refer to MY CREDIT UNION. "You" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays. **This Agreement is revised periodically, and it may include changes from earlier versions. By accessing your account and engaging in MY CREDIT UNION Online/Mobile Banking, you agree to the most recent version of this Agreement, which is always available to you online. You may withdraw your consent at any time by contacting us at the contact information listed herein and discontinuing your use of MY CREDIT UNION Online/Mobile Banking.** You will be bound by this Agreement when you enroll in MY CREDIT UNION Online/Mobile Banking. You also accept all the terms and conditions of this Agreement, and any amendments, addendums and supplements or any changes thereto, by using MY CREDIT UNION Online/Mobile Banking. If there is a conflict between this Agreement and the terms and conditions of any disclosures or agreements that specifically address AHCU's E-Services, this Agreement will control in resolving those inconsistencies.

MY CREDIT UNION Online/Mobile Banking can be used to access MY CREDIT UNION accounts. Each of your accounts at MY CREDIT UNION is also governed by the applicable account disclosure statement ("Deposit Agreement and Disclosure").

## **CELLULAR PHONE CONTACT POLICY**

By providing us with a telephone number for a mobile device, including a number that you later convert to a mobile device number, you are expressly consenting to receiving communications – including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system – from us and our agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your mobile services provider. You may withdraw the consent to be contacted on your wireless telephone number(s) at any time by visiting us at a branch, or by calling us at 612-798-7100 or 1-800-967-7228 (MY CREDIT UNION), or by any other reasonable means. If you have provided a wireless telephone number (s) on or in connection with this account, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) for which you are providing your consent to be contacted.

You have the ability to update your contact information and manage your communication preferences at any time by visiting us at a branch, logging into your account online at [www.mymncu.org](http://www.mymncu.org), or by calling us at (612-798-7100). Please see our Privacy Policy (available online or in a branch) to learn more about how we use and share your information.

## **II. Accessing Your MY CREDIT UNION Accounts through MY CREDIT UNION Online/Mobile Banking**

### **A. Required Equipment**

In order to use the Internet 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 (either Microsoft Internet Explorer 11.0 or higher and/or the two most recent versions of Microsoft Edge, Mozilla Firefox, Google Chrome, or Safari), a username, and Internet Banking Password. The Password is the confidential personal identification word you use to access your account(s) through Online and Mobile Banking.

As browsers are updated over time, older versions may not function effectively for MY CREDIT UNION Internet Services. It is your responsibility to upgrade your browser, when it becomes apparent it is needed, to ensure that you can continue to access Internet Banking. You should also understand that use of a current browser with vendor recommended security patches is considered a best security practice. You are responsible for the installation, maintenance, and operation of your Computer, browser and the software. MY CREDIT UNION is not responsible for any errors or failures from any malfunction of your Computer, the browser or the software. MY CREDIT UNION is also not responsible for any Computer virus or related problems that may be associated with the use of an online system. Additional Browser Requirements: Javascript, Cookies and 128-bit encryption.

In order to use the Mobile Banking Service, you will need a mobile "Device." "Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. The Mobile Application is available for download in the Apple App Store and Google Play Store and will operate on the two most recent Operating Systems for both Apple iPhones/tablets and Android Phones/tablets. **Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.**

### **B. Electronic Mail (E-mail)**

Sending electronic mail (E-mail) through MY CREDIT UNION Online/Mobile Banking is a way to communicate with the credit union. E-mail is provided for you to ask questions about your account(s) and provide general feedback. E-mail is accessible after you sign on with your password to a session of MY CREDIT UNION Online/Mobile Banking. To ensure the security of your account information, we recommend that you use this E-mail when asking specific questions about your account(s).

You cannot use E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within MY CREDIT UNION Online/Mobile Banking or call **612-798-7100 or 1-800-967-7228 (MY CREDIT UNION)**.

### **C. Fees**

There are no monthly fees for accessing your account(s) through MY CREDIT UNION Online/Mobile Banking. See Section IV for a description of Bill Pay fees. Please note that fees may be assessed by your Online service provider.

### **D. New Services**

MY CREDIT UNION may, from time to time, introduce new Online/Mobile services. We will

notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

### **E. Benefits of Using MY CREDIT UNION Online/Mobile Banking**

With MY CREDIT UNION Online/Mobile Banking, you can manage your personal or small business accounts from your home or office on your personal computer. You can use MY CREDIT UNION Online/Mobile Banking to:

- View account balances and review transaction history.
- Transfer money between accounts. (As noted in the applicable account Deposit Agreement and Disclosure Statement).
- Pay bills to any merchant, institution or individual.
- Deposit checks using Mobile Check Deposit.
- Place Stop Pay on a check
- Send payments to persons at other Financial Institutions
- View account balances of other Financial Institutions Accounts you own.
- Communicate directly with MY CREDIT UNION through E-mail.

### **F. Enrollment**

You, as a member, hereby apply for enrollment in Online/Mobile Banking. By accepting this Online/Mobile Banking Agreement or completing an Online/Mobile Banking Transaction, you authorize the Credit Union to provide access to your account(s) through the services needed to process your transaction. From time to time, the Credit Union may add features and/or make changes to the Services or this Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement.

We reserve the right to add or delete features or functions, or to provide programming fixes, updates and upgrades to the Services or Application. You agree that we have no obligation to make available to you any subsequent versions of the Application.

#### **ACCESS**

For personal accounts we use Multi-Factor User Identification and a password to verify your identity. We use a combination of access, authentication, and other security controls to create a secure and confidential online banking environment.

**CREATE A USERNAME.** Your username must be unique (it cannot be the same as other users on the system), at least 6 characters in length, and it must be alphanumeric. **NOTE:** For security reasons, a temporary password will be sent via email or text message to an address or device that has been previously linked to your account. If you do not receive your temporary password, please choose the "resend temporary password" option.

**CREATE A PERMANENT PASSWORD** to replace the Temporary Password. Your temporary password will expire 24 hours after it is sent. The permanent password you set up must be at least 8 characters in length, cannot exceed 30 characters in length, and must contain at least one of each of the following:

- Number (Required)
- Uppercase Letter (Required)
- Lowercase Letter (Required)
- Not required can be used Special Character (example: @, #, \$, %)

### **III. Terms and Conditions**

The first time you access your MY CREDIT UNION accounts through MY CREDIT UNION Online/Mobile Banking you agree to be bound by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this disclosure.

### **A. Your Online/Mobile Password**

You will be given an Online/Mobile Password that will give you access to your MY CREDIT UNION accounts for MY CREDIT UNION Online/Mobile Banking access. This password can be changed within MY CREDIT UNION Online/Mobile Banking using the options button. You will be required to change your initial password within 24 hours of receiving the password created for you. You should change your password regularly. MY CREDIT UNION will act on instructions received under your password. For security purposes, it is recommended that you memorize this Online/Mobile password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential.

**Password Reset Disclosure-** By clicking the link "Forgot Password", and agreeing to enter in your user name, SSN/Tax Id, birthdate, and then answering 2 of 3 questions about your account. You will then be sent a temporary password, to the email listed on your account, which will require you to change the temporary password within 24 hours.

### **B. Payment Account**

Although there are no fees for accessing your accounts through MY CREDIT UNION Online/Mobile Banking, you may be asked to designate a payment account for selected services such as Bill Pay. You agree to pay promptly all fees and charges for services provided under this Agreement and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

If you close the payment account, you must notify MY CREDIT UNION and identify a new payment account for the selected services. Additionally, if you close all MY CREDIT UNION accounts, you must notify MY CREDIT UNION Member Service to cancel the MY CREDIT UNION Online/Mobile Banking services.

Your Online/Mobile access may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, MY CREDIT UNION Online/Mobile Banking services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. To reinstate your services, you must call MY CREDIT UNION Member Service at **612-798-7100 or 1-800-967-7228 (MY CREDIT UNION)**.

If you do not access your MY CREDIT UNION accounts through MY CREDIT UNION Online/Mobile Banking for any 9 month period, MY CREDIT UNION reserves the right to disconnect your service without notice. Please note that your bill payment information will be lost if you are disconnected.

You agree to be responsible for any telephone charges incurred by accessing your MY CREDIT UNION accounts through MY CREDIT UNION Online/Mobile Banking.

If you wish to cancel any of the MY CREDIT UNION Online/Mobile Banking services offered through MY CREDIT UNION Online/Mobile Banking, please contact MY CREDIT UNION Member Service at **612-798-7100 or 1-800-967-7228 (MY CREDIT UNION)** or send us cancellation instructions in writing to **MY CREDIT UNION, 9550 Lyndale Ave, Bloomington, MN 55420**.

### **C. Our Liability**

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, MY CREDIT UNION, OR by Internet browser providers such as Microsoft, Apple or Google, OR by Internet access providers OR by Online service providers OR by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Online/Mobile Financial Services, or Internet browser or access software.

#### **D. Overdrafts: Order of Payments, Transfers, Other Withdrawals**

If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized transactions, MY CREDIT UNION Online/Mobile Banking transfers and bill payments, etc.) that you have requested for a given business day, then:

- Certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority, and
- The electronic funds transfers initiated through MY CREDIT UNION Online/Mobile Banking may result in an overdraft of your account and may, at MY CREDIT UNION's discretion, be canceled.

In addition, you will be charged the same overdraft charges that apply to your account.

#### **E. Hours of Accessibility**

You can access your MY CREDIT UNION accounts through MY CREDIT UNION Online/Mobile Banking seven days a week, 24 hours a day. However, at certain times, some or all MY CREDIT UNION Online/Mobile Banking may not be available due to system maintenance. You will be notified Online when this occurs.

#### **F. Online/Mobile Account Access Functions and Limitations of Transfers**

You may use Online/Mobile 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 i. 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 Internet Banking Service are counted against the permissible number of transfers described in the Deposit Agreement.

ii. There may be at least a one-business-day delay in transferring funds between your accounts. Except as provided in this Agreement, all Internet Banking transaction instructions received by 6:00 p.m. CST will be completed that business day. Any instruction received after 6:00 p.m. CST will be completed the next business day.

iii. Transactional information for your accounts will be available from Internet Banking for a maximum of three statement cycles from the date of inquiry.

#### **G. Additional Terms and Conditions**

Obtaining Account Balance and Transaction History - You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is available as of the close of the previous business day.

Transferring Funds - The number of transfers from a savings account is limited as described in the applicable Deposit Agreement and Disclosure. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

#### **H. Termination**

We may terminate this Agreement and/or your access to MY CREDIT UNION Online/Mobile Banking, in whole or in part, at any time with or without good cause. Your account must be in good standing at all times. We may withhold access privileges to you should your account standing change.

If your use of the MY CREDIT UNION Online/Mobile Banking system creates risk, is fraudulent, or results in loss to us, we may cancel the service for you.

If your Bill Payment account is inactive for a period of 180 days, it will be automatically deactivated. All online Bill Payment history and configuration information will be destroyed for your protection. If you choose to reactivate your Bill Payment account, you will be solely responsible for setting up payees.

If you do not use MY CREDIT UNION Online/Mobile Banking or any 180-day period, your MY CREDIT UNION Online/Mobile Banking will be deactivated. You can have this service activated again by contacting us as described in Contact Us.

Upon your termination of this Agreement, all access to your account via MY CREDIT UNION Online/Mobile Banking will be closed. Any pending bill payments will be cancelled. Bill payments that have been processed prior to cancellation will still be sent to your payee.

If you agreed to receive eStatements, you are responsible for retrieving any archived eStatements before terminating access. If you terminate this Agreement and fail to print out your eStatements, MY CREDIT UNION will provide you, upon your request, with printed copies for a fee.

### **I. Changes**

We may change the terms of this Agreement from time to time. Changes will be made in accordance to the laws, rules, and regulations governing our operation.

Annually, or at other times we deem necessary, we will require you to reaffirm this Agreement.

### **Contact Us**

You may contact us by phone or by Mail

#### **General Mail**

MY CREDIT UNION  
9550 Lyndale Ave  
Bloomington, MN 55420

#### **Update Personal Information**

In the event you plan to move or perhaps your contact information has changed you can easily update your information through one of the following convenient methods:

1. **Online Using MY CREDIT UNION Online/Mobile Banking:** Simply log in to **MY CREDIT UNION Online/Mobile Banking** and select the "Settings" option from the profile menu. Select the "Contact" tab. Update your information accordingly and follow verification steps.
2. **Contact Us Directly:** Call us at 612-798-7100 or Toll Free 1-800-967-7228. You will be asked a few questions for security reasons and verification purposes.
3. **Visit any one of our branch locations.**

### **IV. Bill Pay Service**

#### **A. Using the Service**

The MY CREDIT UNION Online/Mobile Banking Payment Service allows you to schedule bill payments through MY CREDIT UNION Online/Mobile Banking. You can schedule, at your option, for the payment of your current, future and recurring bills from any of your MY CREDIT UNION checking accounts. There is no limit to the number of payments that may be authorized. You may pay any merchant or individual using MY CREDIT UNION Online/Mobile Banking. We are unable to process any payment of taxes or court-directed payments through MY CREDIT UNION Online/Mobile Banking Payment Services.

By furnishing us with the names of payees/merchants, you authorize us to follow the

payment instructions to these payee/merchants that you provide us through MY CREDIT UNION Online/Mobile Banking. When we receive a payment instruction (for the current or a future date), we will remit funds to the payee on your behalf from the funds in your selected checking account. When MY CREDIT UNION Online/Mobile Banking receives a payment instruction, you authorize it to charge your checking account and remit funds on your behalf so that the funds arrive as close to the business day designated by you as reasonably possible. While it is anticipated that most transactions will be completed on the exact day designated, it is understood that due to circumstances beyond the control of MY CREDIT UNION Online/Mobile Banking, particularly delays in handling and posting payments slow-responding companies or financial institutions, some transactions may take a day or even a few days longer. Should there be insufficient funds to cover a payment made by Bill Pay Check, the payment will be cancelled and not be sent. Should there be insufficient funds on an Electronic Payment, it will be sent by MY CREDIT UNION. MY CREDIT UNION Bill Pay will attempt to collect the funds from the senders account up to two (2) more occasions over the following 10 business days. If funds are unable to be collected, the Bill Pay status will be changed to BLOCKED and MY CREDIT UNION will debit the senders account when funds are available.

For this reason, it is recommended that all payments transfers be scheduled to at least (7) seven business days before the actual due date, not the late date. If you properly follow the procedures described herein, and MY CREDIT UNION Online/Mobile Banking fails to deliver a payment on the scheduled payment date, MY CREDIT UNION Online/Mobile Banking will bear the responsibility for late charges (\$50.00 maximum). In any other event, including, but not limited to, choosing a payment date less than (7) seven days prior to the actual due date, the risk of incurring and the responsibility for paying all charges or penalties shall be borne by you.

MY CREDIT UNION Online/Mobile Banking will use its best efforts to process all your payments properly. However, MY CREDIT UNION Online/Mobile Banking shall incur no liability if it is unable to complete any payments initiated by you through MY CREDIT UNION Online/Mobile Banking payment services because of the existence of any one or more of the following circumstances:

1. Your account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft protection account.
2. The MY CREDIT UNION Online/Mobile Banking processing center is not working properly and you know or have been advised by the service about the malfunction before you execute the transaction.
3. You have not provided MY CREDIT UNION Online/Mobile Banking with the correct names or account information for those persons or entities to whomever you wish to direct payment.
4. Circumstances beyond the MY CREDIT UNION Online/Mobile Banking's control such as, but not limited to, fire, flood, or interference from an outside force that would prevent the proper execution of the transaction, MY CREDIT UNION Online/Mobile Banking has taken reasonable precautions to avoid those circumstances.

You have the right to stop or change any scheduled payment. Electronic Bill Payments must be cancelled before the scheduled send date by using the DELETE function on the MY CREDIT UNION Online/Mobile Banking "scheduled payments" screen. Bill Payments that are sent via check can be cancelled/stopped if they have not been presented by the recipient. MY CREDIT UNION reserves the right to terminate your use of MY CREDIT UNION Online/Mobile Banking bill payment service in whole or part, at any time without prior notice.



If, for any reason, you should ever wish to cancel MY CREDIT UNION Online/Mobile Banking bill payment services, we strongly suggest that you cancel all future bill payments at the same time that you cancel your service, either by deleting those payments yourself using MY CREDIT UNION Online/Mobile Banking or calling MY CREDIT UNION's Member Service at **612-798-7100 or 1-800-967-7228 (MY CREDIT UNION)**. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

### **B. Bill Pay Fees**

The monthly fee for MY CREDIT UNION Online/Mobile Banking payment services is **\$0.00**. This fee covers unlimited bill payments to anyone you wish to pay in the U.S. These fees cover service for the previous month and are effective upon enrollment. Fees will be charged to your payment account, whether bill payments are made from that account, or any other account linked to MY CREDIT UNION Online/Mobile Banking payment services. Additionally, you agree to pay any special charges in effect as announced by the Credit Union from time to time. These charges are in addition to the fees and service charges specified in your applicable checking, savings, overdraft protection account agreements (for example, uncollected or overdraft charges on your checking account).

If the payment account has insufficient funds to cover fees, the Credit Union will deduct the fee from any other checking account linked to MY CREDIT UNION Online/Mobile Banking (in any order we may choose). If the fee cannot be paid, we may cancel your Bill Pay service. After cancellation, your Bill Pay service may be reinstated by contacting MY CREDIT UNION Member Service once sufficient funds are available in your payment account to cover the bill payment fees and any other pending transfers or debits.

### **V. Stop Pay Stop Payment Order**

A \$30.00 service fee will be assessed to your draft account for each Stop Payment order you initiate. Please stop payment on the draft described above, unless you have already paid, certified or accepted it. I understand that this request will cease to be effective twelve (6) months from today, unless it is previously cancelled or renewed by me. The Credit Union will not be liable for payment of the draft contrary to this request unless payment is caused by the Credit Union's negligence and causes actual loss to me. The Credit Union's liability shall not, in any event, exceed the amount of the draft. I agree to reimburse the Credit Union for any loss it sustains in honoring this request.

### **VI. Account to Account (ACH)**

#### **A. Eligibility**

By clicking agree you, you are agreeing to the terms and conditions of this online service. You must be a registered owner to request to have money transferred between your checking and savings accounts at MY CREDIT UNION and a different financial institution. To setup the accounts you will be asked to enter in routing number and your account number from your external accounts you would like to setup to transfer money between your MY CREDIT UNION accounts, and your external financial institution accounts. After you have entered in your routing and account numbers test transactions will be sent to your external account and you will need to verify the transactions. Your MY CREDIT UNION and external account will not be linked until you have verified the transactions.

#### **B. Using the Service**

Once the accounts have been linked with the verified transactions, you will be able to transfer money between your checking and savings accounts. There is a rolling limit of

\$4,000, transferred between accounts per day. By choosing yes to transfer you are agreeing to the transfer of the service. Transfers initiated may take 1-3 business days to arrive.

## **VII. Account Aggregation**

### **A. Eligibility**

You must be the registered owner to request to have your accounts aggregated into MY CREDIT UNION's Online/Banking Service. This service once accounts are verified and authorized, will allow you to view other account relationships at other financial institutions. You will be asked to enter in the account number and routing number to initially setup these accounts.

### **B. Use of Service**

You are agreeing to this service allowing access to your accounts at other Financial Institutions. MY CREDIT UNION is not responsible for the information of your accounts at other Financial Institutions, and you hold MY CREDIT UNION harmless as this service is only acting as a view of balances, and not a transaction based application.

## **VIII. General Terms**

### **A. Changes to Charges, Fees or Other Terms**

We reserve the right to change the charges, fees or other terms described in this Agreement. However, when changes are made to any fees or charges, we will notify you Online/Mobile, or send a notice to you at the address shown on our records, or send an electronic mail message (E-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for Online/Mobile transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Deposit Agreement and Disclosure.

### **B. Disclosure of Account Information**

You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. The Credit Union may also provide information about your account(s) to persons or companies the Credit Union believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, the Credit Union routinely informs a credit bureau when accounts are closed by the Credit Union because they were not handled properly. The Credit Union may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information.

### **C. 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. To verify the existence and conditions of your account for a third party, such as a credit bureau or merchant;

3. To comply with a government agency or court orders; or
4. If you give us written permission.

#### **D. Questions or Error Correction on MY CREDIT UNION Online/Mobile Banking Transactions**

In case of questions or errors about MY CREDIT UNION Online/Mobile Banking funds transfers through MY CREDIT UNION Online/Mobile Banking involving your account, here is what you should do:

- Contact **MY CREDIT UNION** by electronic mail (E-mail) at [websupport@mymncu.org](mailto:websupport@mymncu.org)
- Fax **MY CREDIT UNION** at **612-798-7192**
- Telephone **MY CREDIT UNION** at **612-798-7100 or 1-800-967-7228 (MY CREDIT UNION)**
- Write **MY CREDIT UNION** at **9550 Lyndale Ave, Bloomington, MN 55420**, as soon as you can if you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record
- We must hear from you no later than sixty (60) days after we have sent the first paper statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
- Tell us your name and account number
- Describe the error or the transaction you are unsure about and explain why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.
- Here's what we will do:

We will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale purchases, 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, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, for the amount you think is in error, so that you will have the 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 will not credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation.

If we do not complete a transfer to or from your MY CREDIT UNION account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.

- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using MY CREDIT UNION Online/Mobile Banking.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

### **E. Other General Terms**

Other Agreements - In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Deposit Agreement and Disclosure, the Credit Union's rules and regulations, the rules and regulations of any funds transfer system to which the Credit Union belongs, and applicable State and Federal laws and regulations. We agree to be bound by them also.

MY CREDIT UNION Reserves the Right to terminate this Agreement - The Credit Union reserves the right to terminate this Agreement and your access to MY CREDIT UNION Online/Mobile Banking, in whole or in part, at any time without prior notice.

### **F. Consent to Electronic Delivery of Disclosures and Notices**

By clicking the Agree button below, you consent to the electronic delivery of required disclosures, notices, terms and conditions, other account specific documents, and future changes to such disclosures and documents. You also agree that MY CREDIT UNION does not need to provide you with additional paper (non-electronic) copies of required disclosures, notices, terms and conditions, other account specific documents, and future changes to such disclosures and documents, unless you specifically request them. Your consent does not prohibit MY CREDIT UNION from providing disclosures and notices in paper form.

### **G. Paper Delivery of Disclosure Notices**

Even though you agree to receive electronic delivery, you have the right to receive a paper copy of required disclosures, notices, terms and conditions, other account specific documents, and future changes to such documents. To receive a free paper copy, please request it via the Contact Us information provided below. Please be sure to specify which documents you are requesting.

### **H. Withdrawal Consent to Electronic Disclosures and Notices**

You may contact us in any of the ways mentioned in the Contact Us information provided below to withdraw your consent to receive future disclosures, notices, terms and conditions, or other account specific documents electronically. If you withdraw your consent for electronic delivery, all other sections of this agreement, including the section "eStatements," shall remain in force.

### **I. Withdrawal of Consent to Electronic Notices**

You may contact us in any of the ways mentioned in the Contact Us information provided below to withdraw your consent to receive future disclosures, notices, terms and conditions, or other account specific documents electronically. If you withdraw your

consent for electronic delivery, all other sections of this agreement, including the section "eStatements," shall remain in force.

## **IX. Protecting Your Account**

### **A. Preventing Misuse of Your Account**

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call MY CREDIT UNION Member Service at **612-798-7100 or 1-800-967-7228 (MY CREDIT UNION)**.

**Protecting Personal Information** - In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

**Taking Care of Your Online/Mobile Password** - The password that is used to gain access to MY CREDIT UNION Online/Mobile Banking should also be kept confidential. For your protection we recommend that you change your Online/Mobile password regularly. It is recommended that you memorize this Online/Mobile password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your Online/Mobile password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify MY CREDIT UNION Member Service at once at **612-798-7100 or 1-800-967-7228 (MY CREDIT UNION)**.

### **B. Unauthorized Transactions in Your MY CREDIT UNION Accounts**

Notify us immediately if you believe another person has improperly obtained your Online/Mobile password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call MY CREDIT UNION Member Service at **612-798-7100 or 1-800-967-7228 (MY CREDIT UNION)**, or write **MY CREDIT UNION, 345 East 77th Street, Richfield, MN 55423**.

If your Online/Mobile password has been compromised 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 Online/Mobile password without your permission to access a MY CREDIT UNION deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.

Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us immediately. If you do not notify us within sixty (60) days after the paper statement was mailed to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.

### **Contact Us**

You may contact us by phone or by Mail

#### **General Mail**

MY CREDIT UNION  
9550 Lyndale Ave  
Bloomington, MN 55420

### **Update Personal Information**

In the event you plan to move or perhaps your contact information has changed you can easily update your information through one of the following convenient methods:

4. **Online Using MY CREDIT UNION Online/Mobile Banking:** Simply log in to **MY CREDIT UNION Online/Mobile Banking** and select the "Settings" option from the profile menu. Select the "Contact" tab. Update your information accordingly and follow verification steps.
5. **Contact Us Directly:** Call us at 612-798-7100 or Toll Free 1-800-967-7228. You will be asked a few questions for security reasons and verification purposes.
6. **Visit any one of our branch locations.**

I agree to the above terms and conditions