

# Use & Access Agreement and Electronic Funds Transfer Agreement Addendum for Integra First Federal Credit Union

The terms of this agreement apply to Integra First Federal Credit Union's Homebanking, unless specifically stated otherwise. Homebanking is designed in accordance with the Electronic Funds Transfer Agreement.

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## 1. Introduction

This Use and Access Agreement (“Agreement”) for accessing your Integra First Federal Credit Union (IFFCU) accounts via Homebanking explains the terms and conditions governing the following services: account access, account transactions, and other financial services offered through Homebanking. You agree to abide by the terms and conditions of this Agreement. The terms “we”, “us”, “our”, “IFFCU”, and “Credit Union” refer to Integra First Federal Credit Union. “You” and “Your” refers to each signer on an account. The term “business days” means Monday through Friday 8:30 a.m. through 5:30 p.m.CST, excluding Saturday, Sunday and Credit Union holidays. Homebanking can be used to access certain IFFCU accounts. The applicable account disclosure statement “Membership and Account Agreement” also governs each of your accounts at IFFCU.

A. **Governing Law.** This agreement will be governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Michigan and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction and venue of the State of Michigan.

B. **Enforcement.** 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. If there is a lawsuit you agree that it may be filed and heard in the county and state in which the Credit Union is located, if allowed by applicable law.

## 2. Accessing Your IFFCU Accounts through Homebanking

A. **Requirements.** To access your accounts through Homebanking, you must have an eligible IFFCU account (listed below). At the present time you may use Homebanking service to:

Transfer funds between your share and share draft accounts.

Obtain information from your share and share draft accounts, as well as loans and IRA's.

Make loan payments from your share and share draft accounts.

Determine if a particular item has cleared.

Obtain tax information on interest earned on share and share draft accounts or interest paid on loan accounts.

Verify the last date and amount of all your deposits.

Initiate share and share draft withdrawals.

B. **Fees.** There are no monthly or transaction fees for accessing your account(s) through Homebanking. From time to time, the charges or fees may be changed. We will notify you of any changes as required by applicable law. To review the current fee schedule, please contact the Credit Union. Please note you may be assessed fees or charges by your on-line service provider.

C. **Electronic Mail (E-mail).** Sending E-mail through Homebanking is a way to communicate with the Credit Union. IFFCU has provided E-mail in order to ask questions about your account(s) or give comments on your Homebanking service. You cannot use E-mail to initiate transactions on your account(s). For credit union transactions, please use the appropriate functions within Homebanking or contact the Member Services Department of the Credit Union.

D. **New Services.** IFFCU may, from time to time, introduce new services. We shall update this Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the term, conditions and rules contained in this Agreement.

## 3. Homebanking Terms and Conditions

The first time you access your IFFCU accounts through Homebanking confirms your agreement to be bound by all the terms and conditions of this Agreement and acknowledges your receipt and understanding of this disclosure. <

**\*\*IMPORTANT NOTE\*\*** Some Internet Browsers allow users to save Password and Log-in information at sign-on. For confidentiality and security reasons, IFFCU recommends that you DO NOT select to save this information. Keying in this information for Homebanking sessions will help maintain the security of your financial accounts and information from unauthorized users.

A. Cancellation. Your Homebanking access may be cancelled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits, IFFCU upon evaluation, may elect to reinstate Homebanking. In order to reinstate your services, you must call IFFCU at (906) 497-5229, (906) 753-4746 or (906) 863-5566. If you do not access your IFFCU accounts via Homebanking for any three (3) month period, IFFCU reserves the right to discontinue your service. You agree to be responsible for any telephone charges that you incur by accessing your IFFCU accounts through Homebanking. If you wish to cancel Homebanking, please contact IFFCU Member Services department or send cancellation instructions in writing to IFFCU, P.O. Box 604, Powers, MI 49874 Attn: Member Services Department. <

B. Our Liability. Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither the service providers nor we shall be responsible for any loss, property damage or bodily injury. Whether caused by the equipment, software, IFFCU, by Internet browser providers, 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, IFFCU Homebanking, or Internet browser or access software. We make no warranties, express or implied, regarding the equipment, online software and/or service, including without limitation, any warranties of merchantability or of fitness for a particular purpose.

C. Hours of Accessibility. You can access your IFFCU accounts through Homebanking seven days a week, 24 hours a day. However, at certain times, some or all of Homebanking may not be available due to system maintenance. During these times, you may use a IFFCU branch or network ATM to conduct your transactions. A transfer initiated through Homebanking is posted to your account the same day. Our business days are Monday through Friday 8:30a.m. – 5:30p.m.CST, except for credit union holidays. “Credit Union Holidays “ shall mean all holidays observed by IFFCU.

D. Additional Terms and Conditions.

Obtaining Account Balance and Transaction History – You can obtain account balance and transaction history on all eligible accounts that are available in Homebanking. See Section 2 for accounts accessible by Homebanking.

Transferring Funds – The number of transfers from a share account is limited as described in the applicable Account Disclosures. 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.

#### 4. 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. When changes are made to any fees, charges, or other material terms we will update this Agreement, and either send a notice to you at the address shown on our records, display a notification banner on Homebanking or send you an electronic mail message (E-mail). By accepting these terms and conditions, you agree to receive these notices by E-mail. The notice will be posted, or sent at least twenty-one (21) days in advance of the effective date of any additional fees for internet 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 (21) days after the change. We reserve the option, in our business judgement, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Account Disclosures.

B. Disclosure of Account Information. You authorize IFFCU to disclose to third parties, agents, and affiliates, such as independent auditors, consultants or attorneys, information that you have provided or that we have obtained about your accounts and the transfers you make:

To comply with government agency or court orders or requests.

To verify the existence and condition of your account for third party, such as credit bureau or merchant; or

Where it is necessary for completing transfers; or

To provide services relating to your account or to offer other products and services; or

If you give us your permission.

C. Errors or Questions. In case of errors or questions involving accounts accessed through Homebanking, you should do one of the following:

Send E-mail to IFFCU Member Services after signing into your account with a secure session.

Call IFFCU at (906) 497-5229, (906) 753-4746 or (906) 863-5566.

Write to IFFCU, P.O. Box 604, Powers, MI 49874, Attn: Member Service Department, as soon as you identify any errors or discrepancies in your statement or transaction record, 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 or electronic 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. When you tell us about the problem, please:

Tell us your name and account number.

Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe there is an error or why you need additional information.

Tell us the dollar amount of any suspected error.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not be able to re-credit your account. We will tell you the results of our investigation within 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 45 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally re-credit your account within 10 business days 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 your investigation. If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

## 5. Protecting Your Account

A. Preventing Misuse of Your Account. Preventing misuse of your account 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 contact IFFCU.

B. Protecting Personal Information. In addition to protecting your account information, you should take precautions to protect your personal identification information, such as your driver's license number, 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 password – the password that is used to gain access to Homebanking should be kept confidential. For your protection we recommend that you change your password regularly. We recommend that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential.

C. Unauthorized Transactions in Your IFFCU Accounts. Notify us at once if you believe another person has

improperly obtained your 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 IFFCU at (906) 497-5229, (906) 753-4746 or (906) 863-5566 or write to IFFCU, P.O. Box 604, Powers, MI 49874, Attn: Member Services Department.

If your 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 password without your permission to access a IFFCU 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 at once. If you do NOT notify us within sixty (60) days after the paper online statement was sent 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 sixty (60) days. If a good reason (such as hospital stay) kept you from telling us, we will extend the time periods.

My use of IFFCU's Hombanking signifies that I have read and accepted the terms and conditions of this service.