



# ONLINE BANKING ACCOUNT ACCESS AGREEMENT AND DISCLOSURE

This Agreement establishes the rules that cover your electronic access to your account(s) at METRO Federal Credit Union ("Credit Union") through the Online Banking system. You will be bound by this Agreement when you enroll in Online Banking. You also accept all the terms and conditions of this Agreement by using the Online Banking. Please read it carefully and retain for your records.

The words "you", "your", and "yours" refer to the METRO Federal Credit Union member(s) jointly and severally. The words "we", "us", "our", "MFCU" and "Credit Union" refer to METRO Federal Credit Union. This Agreement and Disclosure Statement (hereinafter "Agreement") explains and describes the types of Electronic Funds Transfers which are available to you with our Online Banking system. This Agreement also contains your rights and responsibilities concerning transactions that you make through the Online Banking, including your rights under the Electronic Funds Transfer Act.

To qualify for access to the Online Banking, you must be a Credit Union member in good standing. Other conditions may apply.

WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT, THE SERVICES, OR ANY TECHNICAL OR EDITORIAL ERRORS CONTAINED IN OR OMISSIONS FROM ANY USER GUIDE RELATED TO THE SERVICES. WE SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGE ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF YOUR EQUIPMENT, OR THE SERVICES, EXCEPT WHERE THE LAW REQUIRES A SPECIFIC STANDARD.

## ENHANCED AUTHENTICATION

The FFIEC (Federal Financial Institutions Examination Council) requires all credit unions to implement a multi-layered verification sign-in process. When you sign-up for our Online Banking service you agree to abide by the requirement to select a confirmation image, pass phrase, and verification questions. This enhanced authentication process provides you with the assurance that you are on METRO Federal Credit Union's official website. It is your responsibility to immediately notify the credit union if you have reason to believe your account, confirmation image, pass phrase, and/or verification questions have been compromised.

### 1. LIMITATIONS ON TRANSFERS.

Federal regulations limit transfers for share/savings accounts and money market accounts, if applicable. During any statement period, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a pre-authorized or automatic transfer. This includes transfers by phone, fax, wire and cable, audio response, overdraft transfers to checking and Internet instruction. A pre-authorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearinghouse (ACH). If you exceed the transfer limitations set forth above in any statement period, the transfer may not be completed, your regular share account and draft account may be subject to a fee, account closure, or suspension or we may revoke your access to Online Banking. We will not be required to complete a withdrawal or transfer from your account(s) if you do not have enough money in the designated account(s) to cover the transaction; however, we may complete the transaction. You agree not to use Online Banking to initiate a transaction that would cause the balance in your designated account(s) to go below zero. If you have a line-of-credit, you agree not to use Online Banking to initiate a transaction that would cause the outstanding balance of your line-of-credit to go above your credit limit. We will not be required to complete such a transaction, but if we do, you agree to pay us the excess amount or improperly withdrawn amount or transferred amount immediately upon our request. We also will refuse to complete your Online Banking transactions if we have canceled your Online Banking access, or we cannot complete the transaction for security reasons.

The functions and limitations of Online Banking may be updated, without notice, at the option of the Credit Union in order to provide improved service to the membership.

### 2. FEES FOR ONLINE BANKING.

Currently there is no monthly service fee for using Online Banking; however, we may implement a fee as required by applicable federal and/or state regulations and in such case, we will notify you as soon as practicable. If at that time, you choose to discontinue using Online Banking, you must notify us. All payments made will be listed on your monthly Account statements ("Statement") that you receive from the Credit Union. Statement fees may apply, please see the Fees and Disclosures brochure for details.

### 3. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.

In case of errors or questions about electronic transfers, call us at the number below, e-mail us [accountservices@mcu.org](mailto:accountservices@mcu.org), or send us a written notice to the address below as soon as possible. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. Note that Reg E guidelines do not apply to business accounts.

METRO Federal Credit Union  
2440 E. Rand Road  
Arlington Heights, IL 60004  
Main (847)670-0456 Fax (847)670-0401

- Tell us your name and member number.
- Describe the error or the electronic transaction you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information.
- Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will notify you with the results of our investigation within 10 business days (20 business days if your complaint or question involves a transaction to or from an account within 30 days after the first deposit to the account was made) after we hear from you. We will correct any error promptly. If we need more time, we may take up to 45 days (90 days if your complaint or question involves a transaction to or from an account within 30 days after the first deposit to the account was made) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 days if the complaint or error involves a transaction to or from an account within 30 days after the first deposit to the account was made) 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 questions in writing and we do not receive it within 10 business days, we may not credit your account. If we decide that

there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may request copies of the documents we used in our investigation.

**4. LIABILITY FOR UNAUTHORIZED TRANSACTIONS.**

You will be liable for unauthorized access to accounts via Online Banking to the extent allowed by applicable federal and state law. You must tell us AT ONCE if you believe your Member number, or Logon ID, or any record thereof, has been lost or stolen, or if any of your accounts have been accessed without your authority. You may call us at (847)670-0456, e-mail us at [accountservices@mcu.org](mailto:accountservices@mcu.org), or mail to METRO Federal Credit Union 2440 E. Rand Road, Arlington Heights, IL 60004.

Calling is the best way of minimizing your liability. You could lose all the money in your accounts, plus your maximum overdraft line-of-credit. If you tell us within two (2) business days of the loss, theft, or unauthorized access, you can lose no more than \$50 if someone accessed your account without your permission. If you do NOT tell us within two (2) business days after you learn of the loss, theft or unauthorized access, and we can prove we could have stopped someone from accessing your account without permission if you had notified us, you could lose as much as \$500.

Further, if your statement shows transfers that you did not make, you must tell us at once. If you do not tell us within 60 days after the statement was sent to you, you may not receive any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had notified us in time.

**5. TRANSACTIONS THAT ARE NOT COMPLETED.**

If we fail to complete a transfer to or from your designated account(s) on time and in the correct amount, and we have agreed to perform such transfer(s) (with certain exceptions), we may be liable for your losses or damages. Section 1 of this Agreement lists a number of situations in which we do not agree to complete withdrawals or transfers. We also will not be liable:

- If we have terminated this Agreement.
- If through no fault of ours, you do not have enough money in your account(s) to make the transfer.
- A legal order directs us to prohibit withdrawals from the account(s).
- The funds in your designated account(s) are subject to legal process or other encumbrance restricting the transaction.
- If circumstances beyond our control (such as fire or flood prevent the transaction from being completed despite reasonable precautions that we have taken.
- You have reported an unauthorized use of your Member Number and Password, reported it as stolen, or requested that we issue a new Password, and has as a result refused to honor the original Password.
- If your account is closed, frozen or funds are uncollected.
- If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- If the transfer would cause your balance to become negative or exceed the credit limit of an established line of credit loan.
- If any part of the Online Banking is not working properly and you knew about the problem when you started the transactions.
- If other exceptions are introduced as provided by applicable law.

**6. INFORMATION ABOUT YOUR DESIGNATED ACCOUNTS.**

You authorize us to obtain any information deemed necessary to process your request for access to Online Banking. Additionally, you agree that we will disclose information to third parties about your designated account(s) or the transactions you make:

- Where it is necessary for completing or documenting transactions or resolving errors involving transactions.
- In order to verify the existence and condition of your designated account(s).
- In order to comply with orders or subpoenas of government agencies or courts.

**7. PRE-AUTHORIZED PAYMENTS.**

You may not use Online Banking to enter into pre-authorized payment arrangements.

**8. OUR RULES AND REGULATIONS AND OTHER AGREEMENTS.**

Your designated account(s) may also be governed by other agreements between you and us. The terms and conditions of the deposit agreements and disclosures for each of your Credit Union account(s) as well as your other agreements with the Credit Union such as loans continue to apply notwithstanding anything to the contrary in this Agreement.

**9. EVIDENCE.**

If we go to court for any reason, we can use a copy or photograph of any document or person to prove what you owe or that a transaction has taken place and the copy or photograph will have the same validity as the original.

**10. TERMINATING THIS AGREEMENT.**

You can terminate this Agreement at any time by notifying us. We can also terminate this Agreement and revoke access to Online Banking at any time. Whether you terminate the Agreement or we terminate the Agreement, the termination will not affect your obligations under this Agreement, even if we allow any transaction to be completed with your Logon ID after this Agreement has been terminated.

**11. CHANGING THIS AGREEMENT.**

We may change any term of the Agreement at any time. If the change results in increased fees for any services, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice before the effective date of any such change, unless any immediate change is necessary to maintain the security of an account, or our electronic fund transfer system, or for any security reasons. Your continued use of any or all of the subject system services indicates your acceptance of the change in terms. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts.

**12. NOTICES.**

All notices from us will be effective when we have sent them to the last known address in the Credit Union's records. Notices from you will generally be effective once we receive them in our office.

**13. GOVERNING LAW.**

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, and the laws and regulations of the states in which we reside. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.