

## MEMBERNET SERVICES AGREEMENT

This MemberNet Services Agreement ("Agreement") is between the University of Michigan Credit Union, the financial institution providing the MemberNet remote banking services (we, us, our or CU), and each member who has enrolled in our MemberNet Services and any person authorized by the member to use the member's MemberNet Services (collectively, you, your or yours). You agree with us as follows:

### I. Definitions.

**Account** means a checking, savings, or deposit account that you have with us.

**Account Access Service** means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.

**Account Agreement** means the Agreement between you and us that governs the use of your Account, including the following Agreements: deposit account, funds availability, electronic funds transfer, line of credit or credit card agreements and disclosures, and our schedule of fees and charges.

**Business Day** means every weekday that we are open for business, Monday through Friday, except specific federal or state holidays.

**Electronic** means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any similar technology.

**Eligible Accounts** means accounts you may access with MemberNet Services.

**Login credentials** means the Username, password, security phrase, security picture, and security questions used by you for identification purposes in connection with the use of our MemberNet Services.

**MemberNet Services** means collectively Account Access Services and Bill Payment Services.

**Transfer** means any electronic banking transaction, including a deposit, withdrawal or bill payment made electronically.

### II. Setup and Use of MemberNet Services.

- A. **Eligibility.** To activate MemberNet Services, you must have at least one Account with us. You may register for MemberNet by going to [www.umcu.org](http://www.umcu.org), clicking on the [Register](#) link, and following the steps to register.
- B. **Access.** MemberNet Services generally are accessible 24 hours a day, seven days a week, except during a reasonable period on a daily basis for system maintenance. We may modify, suspend, or terminate access to MemberNet Services at any time and for any reason without notice.
- C. **Linking to Your Accounts.** You can access your Accounts at the credit union through MemberNet Services. We will set up MemberNet Services on each Account number that you provide to us as long as you are an owner on each account.
- D. **Equipment and Software Requirements.** You need a computer with an Internet connection and a web browser (such as Microsoft Internet Explorer®, Mozilla Firefox® or an equivalent).

### III. MemberNet Services.

#### A. Services Offered.

##### 1. Account Access Service.

You can use the MemberNet Account Access Service to access your Accounts to complete the following: view Account balances and recent transactions; transfer money between Accounts; withdraw funds by cashiers check; apply for loans; view holds; set up e-mail alerts; and communicate with us via e-mail. You may transfer funds through MemberNet in any amount. Funds transfers are processed immediately when there are sufficient funds available in your account, unless the system is down for maintenance or some other circumstance beyond our control forces an interruption in service. These activities are limited to the extent noted in the agreements governing your various Accounts. Refer to these agreements for restrictions and service charges.

2. Bill Payment Service.

The MemberNet Bill Payment Service allows you to pay bills on an automatic, recurring basis or periodically as you request. While the Bill Payment Service is accessed through MemberNet, it is a separate service with its own fees and agreement. Please refer to the Bill Payment Service Agreement for additional information about this service.

**IV. Fees.**

- A. There is no service charge for the MemberNet Account Access Service.
- B. Please refer to the Bill Payment Services Agreement and current Fee Schedule for Bill Payment Service fee information.

**V. Parties' Responsibilities.**

A. Responsibilities of the Consumer.

1. Your Rights and Responsibilities.

(a) Authorized Use of Services by Other Persons.

You are responsible for keeping your Login credentials and account data confidential. We are entitled to act on transaction instructions received while you are signed in to MemberNet Services, and you agree that the use of your Login credentials will have the same effect as your signature authorizing the transaction(s). If you authorize other persons to use your Login credentials in any manner, your authorization will be considered unlimited in amount and manner.

(b) Reporting Unauthorized Transactions.

You should notify us immediately if you believe someone has transferred or may transfer money from your account without your permission or if you suspect any fraudulent activity on your account. To notify us call 1-800-968-8628 or send us a message via e-mail at [www.umcu.org](http://www.umcu.org) or write to:

University of Michigan Credit Union, P.O. Box 7850, Ann Arbor, MI 48107-7850.

Do not include your account number or other confidential information in e-mail communication.

Do not include your account number or other confidential information in e-mail communication.



V. Parties' Responsibilities. (continued)

- (c) Reporting lost or stolen Login credentials.

You should notify us immediately if you believe your Login credentials have been lost or stolen. To notify us call 1-800-968-8628 or write to us at:

University of Michigan Credit Union, P.O. Box 7850, Ann Arbor, MI 48107-7850.

- (d) Consumer Liability for Unauthorized Transactions.

NOTE: Federal law requires that if you believe your Login credentials have been lost or stolen, 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 Login credentials without your permission. Notify us AT ONCE if you believe your Login credentials have been lost or stolen. Telephoning us at 1-800-968-8628 is the best way of keeping your possible losses down. If you do not notify us promptly, it is possible that you could lose all the money in your Account plus your maximum overdraft line of credit. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Login credentials and we can prove that we could have stopped someone from using your Login credentials without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, notify us at once. If you do not tell us within 60 days after the FIRST statement showing such a transfer was mailed to you, you may not get back 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 told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend these time periods.

- (e) In Case of Errors or Questions About Your Electronic Transfers

Telephone us at 1-800-968-8628, write us at University of Michigan Credit Union, P.O. Box 7850, Ann Arbor, MI 48107-7850, or send us a message via e-mail at [www.umcu.org](http://www.umcu.org) as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name or account number (if any)
- (2) Describe the error or the 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
- (3) 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 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 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 may not credit your account.

We will tell you the results within three business days after completing our investigation. If we decide 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.

B. Responsibilities of the Credit Union.

1. Our Responsibility for Processing Transactions.

If we do not complete a transfer to or from your Account or cancel a transfer as properly requested on time or in the correct amount according to our agreement with you, we are liable for your losses or damages, subject to the following limitations:

2. Limitations of Our Responsibility for Processing Transactions.

There are some exceptions to our liability for processing transactions on your Accounts. We will not be liable, for instance:

- (a) If, through no fault of ours, you do not have enough money in your Account to make the transfer;
- (b) If the funds in your Account were attached or the transfer cannot be made because of legal restrictions affecting your Account;
- (c) If the systems were not working properly and you knew about the breakdown when you started the transfer;
- (d) If circumstances beyond our control such as interruption of telephone service or telecommunication facilities, or natural disaster prevent the transfer, despite reasonable precautions that we have taken;
- (e) If you have not provided us with complete and correct payment information;
- (f) If your browser, operating system, Internet service or any equipment you may use to access MemberNet Services is misapplied or malfunctions;
- (g) If you do not exercise care to safeguard your system and prevent its misuse by other persons (for example, use of your Login credentials);
- (h) If you have not properly followed the instructions for using our MemberNet Services;
- (i) There may be other exceptions stated in our agreement with you.

Our sole responsibility for an error in a transfer will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages. In states that do not allow the exclusion or limitation of liability for indirect, special incidental or consequential damages, our liability is limited to the extent permitted by applicable law.

**V. Parties' Responsibilities.** (continued)

C. Items for Which We Will Not Be Responsible and Further Limitations on Our Liability.

1. Warranty & Software Limitations.

(a) Warranties of Fitness and Merchantability.

NEITHER WE, NOR ANY OF OUR SUBSIDIARIES, ANY SOFTWARE SUPPLIER NOR ANY INFORMATION PROVIDERS, MAKE ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE SOFTWARE, EQUIPMENT, BROWSER OR OTHER SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

(b) Computer-related Warranties.

Neither we, nor any of our subsidiaries, nor any software supplier nor information provider represents and warrants to you that MemberNet Services is free from any defects, computer virus or other software-related problems. We will not be liable for any indirect, special, consequential, economic or other damages. In states that do not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, our liability is limited to the extent permitted by applicable law.

**VI. Consumer Privacy and Confidentiality.**

A. Sharing Your Personal Information with Others.

We recognize the importance of protecting the confidentiality of our members' personal information. Personal information includes all of the personally identifying information that you provide us in connection with your Account and your use of the MemberNet Services. However, we may disclose personal information about you to third parties in certain instances:

1. If we have entered into an agreement with another party to provide any of the MemberNet Services. In this case, we will provide that party with information about your Account, your transfers, and your communications with us in order to carry out your instructions;
2. If it is necessary for completing transfers or otherwise carrying out your instructions;
3. If it is necessary to verify the existence and conditions of an Account for a third party, such as a credit bureau, a payee, or any holder of a check issued by you through MemberNet Services;
4. In order to comply with applicable laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information;
5. If you provide us with your specific permission; or
6. In order to provide you with information about products and services that we believe will be interesting to you.

If you do not wish to receive information about products and services from third parties, please notify us by e-mail at [www.umcu.org](http://www.umcu.org), call 1-800-968-8628 or write to:

University of Michigan Credit Union, P.O. Box 7850, Ann Arbor, MI 48107-7850.

In your notice, be sure to include your name, telephone number and all of your account numbers. Your notice will not apply to or be effective for any other person, including any joint account owners.

Refer to Privacy Policy Disclosure for additional information regarding consumer privacy and confidentiality.

## **VII. Termination.**

Your MemberNet Services remain in effect until terminated by you or us. You may cancel your MemberNet Services at any time by notifying us of your intent to cancel by calling 1-800-968-8628 or in writing via e-mail at [www.umcu.org](http://www.umcu.org) or to: University of Michigan Credit Union, P.O. Box 7850, Ann Arbor, MI 48107-7850.

This cancellation applies only to your MemberNet Services and does not terminate your other relationships with us. We may terminate your participation in MemberNet Services for any reason, at any time. We will try to notify you in advance, but are not obliged to do so.

## **VIII. Changes in Terms and other Amendments.**

We may amend this Agreement. We may add, delete or amend terms, conditions and other provisions, fees, charges, or other terms described in this Agreement. We will send you a notice to the postal or e-mail address on your Account or will notify you via MemberNet Services in a manner as required by applicable law. You are bound by such change if you use the service after the effective date of the notice unless you notify us within 10 Business Days that you reject these changes and cancel MemberNet Services or close your account.



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**IX. Other Provisions.**

A. Electronic Notice.

We may send notices to you by electronic mail (e-mail). You may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. **E-mail may not be a secure method of communication.** Therefore, we recommend you do not send confidential, personal or financial information by e-mail. There may be times when you need to speak with someone immediately (especially to report lost or stolen Login credentials, or to stop a payment). In these cases, **do not use e-mail.** Instead, call us at 1-800-968-8628.

B. Hours of Operation.

Representatives are available to assist you during normal business hours. Please access our website [www.umcu.org](http://www.umcu.org). Hours of operations can be located under About UMCU and then the Locations button. Please call 1-800-968-8628.

C. Ownership of Website.

The content, information and offers on our website are copyrighted by the University of Michigan Credit Union and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.

D. Venue.

By execution of this agreement, the parties consent to venue in Washtenaw County of any action brought to enforce the terms of this agreement or to collect any monies due under it.

E. Governing Law.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan. Your Account relationships shall continue to be governed by and construed in accordance with the laws as disclosed in such Account agreements.

F. Scope of Agreement.

This Agreement represents our complete agreement with you relating to our provision of MemberNet Services. No other statement, oral or written, including language contained in our web site, unless otherwise noted, is part of this Agreement. Use of MemberNet Services constitutes acceptance of the terms outlined in this agreement.

**X. Dispute Resolution.**

IF EITHER YOU OR WE HAVE ANY DISPUTE OR CLAIM CONCERNING MEMBERNET SERVICES, IT WILL BE DECIDED

BY BINDING ARBITRATION UNDER THE EXPEDITED PROCEDURES OF THE ARBITRATION RULES OF THE STATE OF MICHIGAN AND THE FEDERAL ARBITRATION ACT, TITLE 9 OF THE UNITED STATES CODE. Arbitration hearings will be held in Ann Arbor or where mutually agreed to. A single arbitrator will be appointed by the Arbitration Board and will be a retired judge or attorney with experience or knowledge in banking transactions. The arbitrator will award the filing and arbitrator fees to the prevailing party. A court may enter a judgment on the award of the arbitrator.

**This agreement contains an arbitration provision that may substantially limit your legal rights.**

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