



Online Access Agreement & Disclosure

Effective Date: 09/04/2025
Northland Area Federal Credit Union
1161 N Bagley St
Alpena MI 49707
989-739-1401

PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE ENROLLING IN ONLINE BANKING OR INITIATING ANY TRANSACTIONS.

This Online Access Agreement for accessing your Northland Area Federal Credit Union accounts through Online Banking explains the terms and conditions governing the Online banking services offered. By using these services, you agree to the terms and conditions of this Access Agreement. After you have carefully read this Agreement in its entirety and our Privacy Notice, you will be asked to accept the terms and conditions of this Agreement. You should print and/or save a copy of this Agreement for your records. You may request a paper copy of this Agreement at any time at no cost to you.

WHEN YOU CLICK ON THE ACCEPT BUTTON IN ONLINE BANKING, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY ACCEPTING BELOW, YOU ALSO CERTIFY THAT YOU ARE ABLE AND WILLING TO ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT AND YOU UNDERSTAND THAT YOU CAN PRINT A COPY AND/OR SAVE IT TO YOUR HARD DRIVE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, SELECT THE DECLINE BUTTON BELOW. IF YOU RECEIVE THIS AGREEMENT IN PAPER FORM AND DO NOT AGREE WITH THE TERMS, PLEASE BE AWARE THAT ENROLLING IN THE ONLINE BANKING PROGRAM ACKNOWLEDGES YOUR ACCEPTANCE OF THE TERMS OF THE AGREEMENT.

DEFINITIONS:

Agreement - means the terms and conditions of the Online Banking Services.

Authorized User - is any individual, agent, or sub-user whom you allow to use Online Banking or your Password or other means to access your Account(s).

You or Your -Refers to the owner of the Account and person(s) subscribing to or using Online Banking.

We, Us, or Our - Refers to Northland Area Federal Credit Union and any agent, independent contractor, Service Provider, licensor, designee, or assignee Northland Area Federal Credit Union may involve in the provision of Online Banking Service.

Business Day – is every Monday through Friday, excluding Federal Reserve holidays.

Device – means a supportable computer or mobile device including a cellular phone, laptop, or other device that is web-enabled and allows secure SSL traffic which may also be capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

Electronic Funds Transfer (“EFT”). Refers to any transfer of funds initiated through Online Banking Services, such as a bill payment or account transfer. If we authorize your Account(s) for EFTs through this Service, you have certain rights and responsibilities under the Electronic Funds Transfer Act (“Reg E”) which are detailed below in this Agreement.

Account. An Account means any one of your account(s) to which we may allow access through Online Banking under this Agreement. Only a checking account may be eligible for Bill Payment privileges. Should you wish to enroll in Bill Pay; a separate Bill Pay Agreement will be presented to you prior to enrollment.

Service Provider. Includes any agent, licensor, independent contractor or subcontractor this financial institution may involve in the provision of Online Banking or Bill Pay Services.

TERMS:

Access. You may request Internet access to any account on which you are an owner. If you or your Authorized Users initiate Bill Payments, transfers, ACH transactions, or otherwise remove funds from an account, you must have the required withdrawal authority over the relevant Account.

Joint Accounts. Each Joint Account holder must establish their own unique login credentials; login credentials are not to be shared between account holders. Online account access may link multiple accounts per user based on social security number. You agree that access to the information and all transactions initiated by the use of your Online Banking ID and password are authorized unless we have been notified to cancel Online Banking.

Online Banking Hours. You can use Online Banking seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access may be slower at times due to high Internet traffic or other factors beyond our control. Online Banking may not be accessible or may have limited utility over some network carriers. In addition, Online Banking may not be supportable for all Devices. Northland Area Federal Credit Union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues. We are not responsible for any delays or difficulties you may have in accessing Online Banking or certain features.

Benefits of using Online Banking Services. With this service, you can manage your personal or business accounts from your home or office on your personal computer, cellular phone, or other web-enabled device.

The Online Banking Service currently offers features such as:

- Account Inquiries for balances.
- Up to 12 Months of Account Statements if you enroll in e-Statements
- Transfers between your accounts at this financial institution
- Transfers from your account at this financial institution to another member’s account at this financial institution (Member to Member Transfer)
- Transfers between your account at this financial institution and certain personal deposit or investment accounts at other financial institutions that you own individually or jointly and for which you have the authority to transfer funds. (External Transfers)
- Manage Users (For Business Account Owners only)
- Unique Online account logins for Primary and Joint owners
- Online Account access may link multiple accounts per user based on social security number
- Secure message via Online Banking’s messaging system
- Set Alert Notifications and card controls
- Payments to loans at this financial institution
- Check Images (cleared share drafts)
- Online check reorders
- Stop payment on checks that you have written

- Transaction downloads into Quicken®, QuickBooks®, Spreadsheet (CSV) and Word Processing (TXT)
- Bill Pay is an optional service which allows access to electronic bill payment, which you can request at any time. You may contact the Northland Area FCU Contact Center at the number listed above with any questions or visit any branch location.
- Bits of Stock is an optional 3rd party service that offers to members with active checking accounts in good standing to opt into a consumer rewards platform that offers fractional shares of stock.
- NAFCU offers CashBack+ to members with active accounts in good standing through two programs powered by Prizeout -- CashBack+ and CashBack+ Pay. CashBack+ is available through the member's NAFCU account and allows members to purchase select gift cards at a discount. CashBack+ Pay allows mobile banking users to download the app and PC users to get a Chrome browser extension from the Chrome Web Store. This enhanced program enables members to purchase select digital gift card offers for the exact amount required and earn cash back at varying percentages, which is credited immediately to their CashBack+ wallet post-purchase. Not all account types qualify. Must be 18 years of age or older to participate in CashBack+. NAFCU retains the right to modify or terminate either CashBack+ program at any time without prior notification. NAFCU is not affiliated with or endorses any of the merchants featured in CashBack+ or CashBack+ Pay. Digital gift card offers are not products of NAFCU, and their terms of use are subject to the respective merchants and may vary; more information can be found at prizeout.com/terms. CashBack+ and CashBack+ Pay are programs offered through Prizeout. Amounts received through Prizeout may be taxable and reported on applicable IRS forms. For more information, visit prizeout.com/terms.

CashBack+ actions are available to all NAFCU members who maintain an active account in good standing. To participate, members must activate each action through the CashBack+ dashboard prior to completion. To earn cash back rewards, member must fulfill the requirements of each specified action within the designated timeframe. Detailed descriptions of available actions and their respective requirements will be provided in the CashBack+ dashboard. Upon successful verification of completed actions, cash back rewards will be credited to the member's CashBack+ wallet on a monthly basis. Reward amounts will vary depending on the specific action completed. Actions will be displayed in the CashBack+ dashboard as they become available. Please note that there may be times when no actions are listed. Each action will include an expiration date; actions must be completed before this date in order to qualify for rewards. Cash back rewards may be subject to taxation and could be reported on applicable IRS forms. Members may choose to transfer their rewards to an NAFCU account or redeem them for select digital gift card offers. NAFCU reserves the right to modify or terminate CashBack+ actions at any time without prior notice. CashBack+ and CashBack+ Pay are programs offered through Prizeout. Offers for digital gift cards are not a product of NAFCU and each merchant's gift card terms of use may vary. For more information, visit prizeout.com/terms

We may add or remove certain features and/or functionality available from time to time.

Fees. There is no charge for Online Banking Service or Bill Payment Services however, some Bill Payment privileges are subject to additional terms and conditions. There may be a charge for optional services. You agree to pay such charges and authorize Online Banking to deduct the amount from your designated Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. Please see our Fee Schedule for a complete listing of current fees.

You are responsible for any and all telephone access fees and/or Internet Service fees that may be assessed by your telephone and/or Internet Service provider. You agree that you are responsible for your internet access to use Online Banking, and you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and

restrictions which might impact your use of Online Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Online Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider and/or internet provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

We make no representation that any content or use of Online Banking is available for use in locations outside of the United States. Accessing Online Banking from locations outside of the United States is at your own risk.

In order to enroll in Online Banking you must:

- Have an Account with Northland Area Federal Credit Union. Your account with us must be in good standing
- Youth members under the age of 18 must have an adult joint owner on the account to access this service. Bill payment services are not available for youth members.

Prior to enrolling in Online Banking and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access Online Banking and to retain a copy of this Agreement. (Hardware and software requirements are outlined below in the e-Sign Disclosure section).

You are responsible for the maintenance, installations, and operation of your computer. This financial institution shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or software, nor will we be responsible for any computer virus that affects your computer or software while using our service. With your acceptance below and your use of online banking, you agree that we shall not be liable for any direct, indirect, incidental, or consequential costs, expenses, or any damages whatsoever (including lost savings or profit, lost data, business interruption, or attorney's fees) resulting from any errors or failures from any malfunction of your computer or any virus or computer problems that you may encounter related to the use of online banking.

You must complete the enrollment process via the Internet to use Online Banking. You will also be prompted to set up your security questions. When you enroll in Online Banking, you agree to provide true and accurate enrollment information.

Signature Requirements. When any transfer, ACH, or other Payment Instruction is initiated through Online Banking, you agree that we may debit the designated Accounts without requiring your signature on the item and without any notice to you. Requirements for dual signatures on checks, if applicable, do NOT apply to Bill Payments or other transfers initiated through Online Banking. Any Authorized User must be authorized individually to make electronic transfers and online Bill Payments even though that person's authority to make transfers by other means may still require dual signatures.

Account Balances. Balances shown in your accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges. A scheduled transfer request may not result in immediate availability because of the time required to process the request. Online Banking will display the most current balances on the Accounts page. Online Banking will use the most current balance available at the time of a transaction to base our approval for account transfers.

Transfer Limitations. You may use Online Banking to check the balance of your Account(s) and to transfer funds among your Accounts at this financial institution, transfer funds to another member of this institution, or transfer funds among your Accounts at other financial institutions. We reserve the right to set limits to these transfers on a case-by-case basis. (For further limitations that may apply to your transaction, refer to your Membership Agreement.) This financial institution currently limits the Bill Pay Service, Bits of Stock and Cashback+ to only Checking Accounts. Each

transfer from a money market account using Online Banking is counted as one of the three free transactions permitted each monthly statement cycle period, as described in the Deposit Account Agreement and Disclosures. You will be subject to fees if you exceed the free Money Market transaction limits of your account using online banking or any other methods outlined in your Membership Agreement and Disclosures.

Canceling or Changing Transfers. You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us via Online Banking; however, you can edit or change a transfer that is still “pending”, meaning that it has not been processed. If you accidentally transfer funds, you can schedule another transfer to move funds back to the original account if the account ownership allows you to do so.

Stop Payments. Stop payments in Online Banking should NOT be used to cancel transfers and bill payments. The stop payment feature within Online Banking is for stopping payments on checks that you have written or for stopping pre-authorized electronic drafts (such as check-by-phone payments for which an actual check is created with a unique check number). This feature is accessible in the-Additional Products – Stop Payment option of your Online Banking account. If the stop payment is successful, it will post to your account immediately. Please note that a stop payment is not guaranteed for the first 24 hours, and there may be situations in which a stop payment may not be possible. If your request is urgent or you need to stop payment on a sequential range of checks, we recommend that you contact our Contact Center directly at 989-739-1401 or visit any branch location. There is a stop payment fee associated with this feature. Please refer to our Fee Schedule for additional information on fees associated with stop payments.

Secure Messaging. Generally, requests received through the secure messaging feature of Online Banking will be processed within one (1) Business Day. For urgent requests, we recommend that you contact our Contact Center.

Reg E Disclosures. Please read the following EFT disclosures carefully. You should print a copy of this information for future reference.

Your Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your User ID or Password has been lost or stolen. Contacting us by phone is the best way of minimizing your possible losses. You could lose all the money in your account.

If you tell us within two (2) Business Days after you discover your Password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00.

If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

Errors and Questions. In case of errors or questions about your EFT transactions, you must notify us as soon as possible through one of the following methods:

- Call us at 989-739-1401 during business hours.
- Write us at: 1161 N Bagley St. Alpena MI 49707
- Send us a secure message through the Online Banking Service; or,
- For bill payments, initiate a payment inquiry in the Bill Pay section of Online Banking.

If you think your statement is incorrect, or you need more information about an electronic transfer or bill pay transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your Name, Member Number(s), and User ID;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.
4. If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification.

We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

For Bill Pay and other EFT errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) Business Days to credit your account for the amount you think is in error.

If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. Online Banking may revoke any provisional credit provided to you if we find an error did not occur.

Other Problems. If you believe an error, other than an EFT (electronic bill pay or transfer) has occurred, you can call us at:

- 989-739-1401 or
- Send us a secure message through the Online Banking Service.

Disclosure of Account Information to Third Parties. It is our general policy to treat your account information as confidential. Please refer to our Privacy Notice (see link below) for additional detail on disclosure of account information.

Our Liability for Failure to Complete Transactions. If we do not complete a transaction to or from your account on time or in the correct amount according to your instructions or 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:

1. If, through no fault of ours, your Account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit of your overdraft account;
2. Your Account is closed;
3. Online Banking is not working properly and you know or have been advised by Online Banking about the malfunction before you execute the transaction;
4. Circumstances beyond the control of Online Banking (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and Online Banking has taken reasonable precautions to avoid those circumstances;

5. If your computer, software, or telecommunication lines were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer or bill payment;
6. If we have reason to believe that a transaction request may not be authorized by you or any third party whose authorization we believe is necessary;
7. If the payment request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal.

Verification of Payments and Transfers. Information regarding Online Banking and Bill Pay transactions will be reflected in the account detail and account history sections of Online Banking and in your regular monthly account statement(s).

Privacy. We understand how important privacy is to our members. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our Privacy Notice (see link below) before completing the enrollment process for Online Banking.

Internet Security. Security is very important to the Online Banking Service. Prior to activation, our Member Service Representative will verify your identity and authorization against information associated with the Account(s) that you request to be tied to Online Banking. User IDs and Passwords - One of the main security features protecting Online Banking is the unique combination of your User ID and Password. During the enrollment process, you will be asked to select a unique User ID between 8 – 32 characters, and choose a Password between 8 – 32 characters (no character can be @ sign) that will be used to gain access to Online Banking. If you access our online banking service through a mobile application, further security features for authentication may be available. Our Service uses a program that will help you select a good Password. Because your Password is used to access your accounts, you should treat it as you would any other sensitive personal data. You should carefully select a Password that is hard to guess. Keep your Password safe. Memorize your Password and do NOT write it down. You should also change your Password occasionally, such as every 90 days. We require that passwords be changed every 365 days as a minimum. A Password should be changed immediately if you suspect that your Password has been compromised. This can be done at any time from the Other Options tab after you log on to Online Banking. When you accept the terms and conditions of this Agreement, you agree not to give or make available your Password to any unauthorized individuals. You are responsible for all transfers and bill payments you authorize using Online Banking. If you permit other persons to use Online Banking or Password, you are responsible for any transactions they authorize. If you believe that your Password or other means to access your account has been lost or stolen, or that someone may attempt to use Online Banking without your consent or has transferred money without your permission, you must notify us at once by calling 989-739-1401 during business hours. You may also contact us by sending a secure message through the Online Banking Service. By accepting the terms of this Agreement, you acknowledge your responsibility for protecting the confidentiality and security of your User ID and Password and you agree to change it periodically and/or if you believe it has been compromised. The Password security program will encourage you to stay away from words based on your name, address, other personal information, or words out of the dictionary. Your Password is not case-sensitive and must meet the following minimum requirements:

- Must be between 8 and 32 characters in length
- Must contain one letter, one number, and one special character (special character cannot be @ sign)
- must be substantially different from previous password
- must contain one special character (these are used to increase security)
- cannot contain leading or trailing blanks

We will not contact you unexpectedly via telephone or email requesting your User ID or Password. If you are contacted by anyone requesting this information, do not provide it and contact us immediately.

Password Sharing. If you disclose your Password to anyone, and/or if you allow someone to use your Password to access your accounts, you are authorizing them to act on your behalf and you will be responsible for any use of the system by them (e.g., such as when you provide this information to a joint account holder, spouse, and/or an aggregation service provider).

Log-On Security. For your protection, you should sign-off after every Online Banking session. In order to help prevent unauthorized access to your account(s), your online session will end automatically if we detect no activity for 10 minutes. This is to protect you in case you accidentally leave your device unattended after you logged on. When you return to your device, you will be prompted to re-enter your Password. In addition, we will deactivate your account after five consecutive unsuccessful log-in attempts and you will have to contact us to reactivate your account.

Encryption. Online Banking uses the Secure Socket Layer (“SSL”) encryption technology for everything you do while using Online Banking. Your browser automatically activates this technology when it attempts to connect to our Service. Our Service requires a browser that supports 128-bit encryption. Online Banking will warn you if your browser does not meet this requirement. Whenever SSL is securing your communications, the browser will typically indicate this secure session by changing the appearance of a small icon of a padlock at the bottom of the screen from “open” to “locked”. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

Cookies. During your use of Online Banking, our Online Banking Service Provider will pass an encrypted cookie to your computer in order to identify your computer during the session. This cookie enables us to process multiple transactions during the session without having to provide a User ID and Password for each individual transaction. Users must accept this cookie to use our Online Banking product. This cookie does not contain any personal information; it simply provides another level of security for our Online Banking product. The cookie is stored on your computer’s hard-drive, identifying your computer while you are logged on. When you log off, close your browser, or turn off your machine, the cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account.

Use of Public Computers. The security of public computers (e.g. in a Library, or Internet café) cannot be assured; therefore we strongly recommend that our customers refrain from accessing online accounts on a public computer. If you must do so, please do not leave the computer unattended and be sure to clear the computer’s Internet options after you log off. Notwithstanding our efforts to ensure that online banking is secure, we cannot and do not warrant that all data transfers via online banking will be free from monitoring or access by others.

Contact Information. It is your responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made by contacting Northland Area Federal Credit Union at 989-739-1401 or visiting any branch location.

Cancellation of Online Banking Services. Your Online Banking Services may be canceled at any time by this financial institution in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. You will remain responsible for all transactions approved by the system prior to cancellation, and any fees associated with this service. After cancellation, service may be reinstated once sufficient funds are available in your account to cover any fees and other pending transfers or debits. Also, if you do not log into your Online Banking at least once every 365 days, we may terminate your access to Online Banking and all related services such as Bill Pay and e-statements.

If you wish to cancel Online Banking, you may contact Northland Area Federal Credit Union by one of the following methods:

- Telephone us at 989-739-1401 during business hours; and/or
- Visit a branch location
- Write us at:
Northland Area Federal Credit Union
1161 N Bagley St
Alpena, MI 49707 or
- Send us a secure message through the Online Banking Service.

Scheduled Payments. All Scheduled Payments will continue to be processed once Online Banking is cancelled. Recurring transfers will also continue unless you notify us that you no longer wish to have this transfer.

Disputes. In the event of a dispute regarding Online Banking, the dispute will be resolved by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us. If there is a conflict between what our employees, our Service Providers, or Member Service Department say and the terms of this Agreement, the terms of this Agreement will prevail.

Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Northland Area Federal Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Online Banking.

Governing Law. Accounts and services provided by this financial institution may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Account(s) and provided to you separately. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

BILL PAYMENT AGREEMENT

NORTHLAND AREA FEDERAL CREDIT UNION'S BILL PAYMENT SERVICE IS PROVIDED THROUGH A CONTRACTED THIRD PARTY PROVIDER

IMPORTANT INFORMATION ABOUT THIS AGREEMENT:

YOU ARE PREPARING TO RECEIVE REQUIRED CONSUMER DISCLOSURES IN AN ELECTRONIC FORM. THEREFORE, THIS AGREEMENT SERVES THE FOLLOWING TWO PURPOSES:

- **OBTAIN YOUR AFFIRMATIVE CONSENT TO RECEIVE THE REQUIRED CONSUMER DISCLOSURES IN ELECTRONIC FORM AND PROVIDE YOU WITH A CLEAR AND CONSPICUOUS STATEMENT ABOUT YOUR RIGHTS IN REGARD TO RECEIVING ELECTRONIC CONSUMER DISCLOSURES AS OUTLINED IN THE ELECTRONIC RECORDS AND SIGNATURES IN COMMERCE (E-SIGN) ACT, AND;**
- **PRESENT YOU WITH THE REQUIRED CONSUMER DISCLOSURES FOR THE NORTHLAND AREA FEDERAL CREDIT UNION BILL PAYMENT SERVICE.**

CONSENT TO RECEIVE ELECTRONIC DISCLOSURE. BY CLICKING THE "I AGREE" BUTTON BELOW YOU ARE AFFIRMATIVELY CONSENTING TO RECEIVE THE REQUIRED DISCLOSURE IN ELECTRONIC FORM.

ELECTRONIC COMMUNICATIONS. Bill Payment is an electronic internet based service. Therefore, you understand that this Agreement will be entered into electronically.

- You have the right to have this disclosure provided or made available on paper or in
- non-electronic form;
- You have the right to withdraw the consent to have the disclosure provided or made available in
- an electronic form, but this will result in the termination of your Bill Payment Service;
- The consent to receive electronic consumer disclosures applies to all future required consumer disclosures in connection with the Bill Payment Service;
- You can update your electronic contact information through our home banking service or by calling our Contact Center at 989-739-1401;
- After clicking the "I Agree" button, you may request a paper copy of this consumer disclosure by calling our Contact Center at 989-739-1401;
- You understand that to access and retain this disclosure and to use the Bill Payment Service, you must have the following: a PC with an Internet browser that has "cookies" enabled and supports 128 bit encryption, an Internet connection for the PC, an e-mail address, and either a printer of sufficient electronic space to store this disclosure.

Electronic Contact Information. In order to keep you informed of changes to this disclosure, we must distribute the new disclosure to you when changes are made. We will provide notice to you that the new disclosure is available electronically through our Online Banking Service. In order to ensure timely notification of any changes, please notify us on a timely basis of a change in your electronic mail address or physical mail address.

BILL PAYMENT SERVICE TERMS AND CONDITIONS.

IMPORTANT. Please read carefully. This is your agreement with Northland Area Federal Credit Union. By using the Northland Area Federal Credit Union's Bill Payment Service you agree to be bound to the terms and conditions herein.

DEFINITIONS:

"**Agreement**" shall mean all terms and conditions defined herein.

"**Financial Institution**", "**we**", or "**us**" shall refer to Northland Area Federal Credit Union.

"**Service**" shall mean the Bill Payment Service offered by the Financial Institution and associated third party providers.

"**You**" or "**Your**" or "**Subscriber**" shall mean each person who is authorized to use the Service.

"**Payee**" shall mean the individual, business or other entity to which you intend to send a payment through the Service and for which you accurately provide and maintain the appropriate or required information such as name, bill remittance / payment delivery address, phone number, account number and account holder name; and to whom you authorize the Financial Institution to remit payments on your behalf through the Service.

"Payee List" shall mean your personal list of Payees that you maintain within the Service and from which list you may select to schedule Payments.

"Merchant" shall mean any business Payee you establish within the Service for whom the Service provider has established a business relationship expressly for the purpose of remitting Payments from the Service.

"Funding Account" shall mean the checking or similar account for which you are an authorized signer, and from which the Financial Institution may debit or otherwise collect the funds necessary to remit the Scheduled Payment to the corresponding Payee, per your instructions.

"Fee Account" shall mean the checking or similar account for which you are an authorized signer, and from which the Financial Institution may automatically debit or otherwise collect any or all applicable Service fees.

"Business Day" shall mean every Monday through Friday, excluding Bank holidays.

"Scheduled Payment" shall mean the payment instructions you establish within the Service in order to properly direct funds from the Funding Account you designate to the Payee you designate.

"One-Time Payment" shall mean a Scheduled Payment that results in a single payment delivered to the Payee per your instructions.

"Recurring Payment" shall mean a Scheduled Payment that results in a series of payments delivered to the Payee at regular intervals per your instructions, and shall continue to be delivered until you cancel it or until the maximum number of payments and/or final payment date that you specified is reached.

"Payment" shall mean the specific single instance of a One-Time Payment or a specific instance of a Recurring Payment, as the case may be.

"Payment Amount" shall mean the monetary figure you specify in a Scheduled Payment, including the regular amount and the final amount of a Recurring Payment series, that the Service shall remit to the Payee.

"Payment Date" or **"Withdraw On Date"** or **"Withdrawal Date"** shall mean the Business Day on which you schedule the Payment to be debited from your Funding Account, unless this date falls on a non-Business Day in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date on which sufficient available funds must exist in the Funding Account.

"Due Date" or **"Deliver By Date"** or **"Delivery Date"** shall mean the Business Day on which you schedule the Payment to be delivered to your Payee, unless this date falls on a non-Business Day in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date you determine to be most appropriate to deliver payment to your Payee considering such factors as the Payee-specified date payment due, grace period, late payment policy or late fee, and/or your knowledge of actual time required for the Payee to receive and process the payment and to credit your account with the Payee, and/or the urgency/criticality of payment delivery, as the case may be.

"Cut-Off Time" shall mean the time of day that Payments to be processed that day shall be processed, and after which time the earliest possible Payment Date or Withdraw On Date and Due Date or Deliver By Date shall be calculated from the next Business Day.

BILL PAYMENT SERVICE. You may use the Financial Institution's Bill Payment Service, to direct the Financial Institution and/or Service provider to make payments from your Funding Account to the Payees you choose in accordance with this Agreement. The terms and conditions of this Agreement are in addition to the Account agreements, disclosures and other documents in effect from time to time governing your Funding Account.

SERVICE GUARANTEE. The Service provider will bear responsibility for any late payment related charges up to Fifty Dollars (\$50.00) should a Payment post after the Scheduled Payment Due Date or Deliver By Date, provided that the Payment was scheduled and the Payee information was maintained in accordance with the guidelines described within this Agreement. Notwithstanding the foregoing, the Service provider shall not be responsible for any such charges if the Service provider does not have responsibility or liability for a Payment transaction, late payments or late payment related charges under the other provisions of this Agreement, including, without limitation, those payments described under the Exception Payments section below.

RESPONSIBILITY. The Service provider shall use commercially reasonable efforts to process the Scheduled Payments per your instructions. Neither the Service provider nor the Financial Institution shall be liable for any Payment transaction if: (i) you do not have enough money in your Funding Account to complete the transaction; (ii) a legal order prohibits withdrawals from your account; (iii) your Funding Account is closed or has been frozen, or is otherwise not authorized to debit the corresponding Payment Amount; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with the Services; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide complete and correct Funding Account, Payment or Payee information; (viii) you did not properly follow the instructions or terms and conditions for use of the Service; (ix) you knew and/or had been advised that Service was not operating properly at the time you scheduled the Payment; (x) there is a postal delay; or (xi) circumstances beyond the Service provider's control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

With the exception of the foregoing, if the Service incorrectly debits your Funding Account and/or directs funds from your Funding Account to a Payee inconsistent with the instructions you specified in the Scheduled Payment, the Service shall, upon detecting the error or receiving notice from you, be responsible for returning the improperly transferred funds to your Funding Account and/or redirecting funds to the proper Payee and/or contacting the Payee to request appropriate adjustments on your account with the Payee except as otherwise provided under the Authorization section below.

CONTACTING BILLPAY CUSTOMER SERVICE. In case of errors or questions about your transactions, you should notify us as soon as possible via one of the following:

- Telephone us at 844-827-3965
- Write us at:
Northland Area Federal Credit Union
Attn: Customer Care
560 Carillon Parkway
St. Petersburg, FL 33716

LIABILITY. You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. The Financial Institution and/or Service provider is not responsible for a Payment that is not made if you did not properly follow the instructions for making a Payment. The Financial Institution and/or Service provider is not liable for any failure to make a Payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a Payee for a Payment. The Financial Institution and/or Service provider is not responsible

for your acts or omissions or those of any other person, including, without limitation, any Payee or transmission or communications facility, and no such party shall be deemed to be the Financial Institution's and/or Service provider's agent. In any event, the Financial Institution and/or Service provider will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if the Financial Institution and/or Service provider has knowledge of the possibility of them. The Financial Institution and/or Service provider is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Financial Institution's and/or Service provider's reasonable control.

SETTING UP AND MAINTAINING PAYEES. To begin using the Service you will first need to establish at least one Payee in your Payee List. You may add, modify or delete Payees as necessary. It is your responsibility to manage your Payee List and maintain accurate Payee information, such as but not limited to the address to which the Payee specifies Payments are to be delivered, your account number with the Payee, the name on your account with the Payee, etc, except where the Service expressly indicates that it shall manage such Payee information, such as a Merchant's remittance address. Payees must reside or exist within the United States of America or its territories or commonwealths. The Service provider and/or the Financial Institution reserve the right to refuse or remove a Payee for any reason.

SETTING UP PAYMENTS. To schedule Payments you must choose a Payee from your Payee List. You may schedule One-Time Payments and Recurring Payments to any of your Payees. It is your responsibility to cancel, skip, reschedule or revise a Scheduled Payment in accordance with the Payee's instructions to you, or as needed to ensure sufficient available funds in the corresponding Funding Account, or under circumstances where the Payee may return the Payment to the Service provider due to any reason outside the Service provider's or the Financial Institution's control. The Service provider and/or the Financial Institution reserve the right to refuse or cancel a Payment for any reason.

The earliest possible Payment Date / Withdraw On Date and Due Date / Deliver By Date for each Payee will be determined and presented by the Service when you schedule a Payment. The Service will not permit a Payment Date / Withdraw On Date or Due Date / Deliver By Date earlier than the earliest possible dates presented. The Service determines this earliest possible Payment Date / Withdraw On Date and Due Date / Deliver By Date based on the number of Business Days required to deliver a Payment to the Payee, which is primarily affected by whether or not the Payee has agreed to accept remittance of Payments electronically (typically one or two (1 or 2) Business Days) or requires Payments be delivered by check (typically four or five (4 or 5) Business Days). A Payee's location or policies for posting and crediting payments may require additional Business Days. Payments scheduled after the Service's Cut-Off Time shall be processed no earlier than the following Business Day. Currently, the Cut-Off Time is 9:00 a.m. Eastern Standard Time, but the Service provider and/or the Financial Institution may change the Cut-Off Time without prior notice.

You should carefully consider factors such as the Payee's date payment due, grace period, whether the Payee's date payment due falls on a non-Business Day, etc., when scheduling a Payment to avoid late payments and late fees. You must allow the necessary number of Business Days prior to the Payee's date payment due for each Payment, including each Payment of a Recurring Payment series. Some businesses take longer to post payments than others. You should consider allowing additional time for the initial Payment to a Payee through the Service in order to gauge the appropriate Payment Date / Withdraw On Date or Due Date / Deliver By Date in each case, and determine whether to allow an additional one (1) or two (2) business days to avoid incurring any late fee charged by the Merchant. It is your responsibility to schedule Payments appropriately and in accordance with the Payee's requirements. Neither the Service provider nor the Financial Institution shall be responsible for late payments, nor reimburse you for late fees, for any Payment delivered in accordance with your instructions, or as a result of a Payee's payment processing policies, or any other circumstance outside the Service provider's control.

Payments to Payees, businesses or individuals, outside the United States of America or its territories or commonwealths, are prohibited.

EDITING OR CANCELING PAYMENTS. Any Payment can be modified or canceled, provided you access the Service prior to the Cut-Off Time on the Business Day Payment is going to be processed. Once a Payment is in-process, it cannot be canceled through the Service. Instead, you must contact Customer Service to request a stop payment. A Recurring Payment may be edited or canceled after processing for the current Payment instance is complete.

STOP PAYMENT. You may request to stop payment after a payment has been processed by contacting Customer Service. The Service's ability to successfully stop payment depends on how the funds were remitted to the Payee and the elapsed time since the Payment was processed. The Service provider and the Financial Institution will make commercially reasonable efforts to stop payment per your request, but shall have no liability if unsuccessful. You may be charged a stop payment fee for each request.

EXCEPTION PAYMENTS. Tax payments and court ordered payments may be scheduled through the Service; however such payments are discouraged and must be scheduled at your own risk. In no event shall the Financial Institution or Service provider be liable for any claims or damages resulting from you scheduling these types of payments. The Service provider shall have no obligation to research or resolve any claim resulting from any such payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be your sole responsibility.

BILL PAYMENT PROCESS. The Service will process Payments in accordance with the Payment instructions you provide. The Service will not process Payments on weekends or bank holidays. The Service will debit your Funding Account or issue a draft against your Funding Account, and deliver those funds to the designated Payee on your behalf such that the funds arrive as close to the scheduled Due Date / Deliver By Date as is reasonably practicable.

Numerous business and technical requirements determine if a Payee can accept Payments electronically, but in all cases Payments can be remitted by check. The Service provider shall have sole discretion to determine the appropriate remittance method. In order to process Payments efficiently and effectively, or otherwise comply with Merchants' remittance requirements, the Service reserves the right to change or update Payee data, or alter the method of Payment remittance. Neither the Service provider nor the Financial Institution shall be responsible for late payments, nor reimburse you for late fees, due to: a) U.S. postal delivery issues; b) electronic remittance network issues; c) your Payee's payment processing procedures; d) instances where the financial risk associated with the Payment requires check remittance instead of electronic remittance or additional Business Days to ensure sufficient funds in the Funding Account are available; or e) other circumstances beyond its control.

AUTHORIZATION. When you schedule a Payment, you expressly authorize the Service provider and/or the Financial Institution to withdraw from your Funding Account the Payment Amount and to remit those funds to the designated Payee on your behalf, and additionally to debit your Funding Account for any applicable Service related fees. You further authorize the Financial Institution to credit your Funding Account for any payment returned from or undeliverable to the Payee. In addition, you certify that the Funding Account is an account from which you are authorized to make payments and incur debits.

You agree to have available and collected funds on deposit in the designated Funding Account in amounts sufficient to process each Payment as requested by you, as well as any other payment obligations you have to the Financial Institution. The Financial Institution reserves the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the Funding Account and the Financial Institution has not exercised its right to reverse or reject a Payment, you agree to pay for such

Payment obligations on demand. You further agree the Financial Institution, at its option, may charge any of your accounts at the Financial Institution to cover such Payment obligations.

You authorize the Service provider and the Financial Institution to contact your Payees to request appropriate adjustments consistent with your Payment instructions and/or as pertaining to the Service Guarantee and Responsibility, and/or to stop payment on any draft issued against your Funding Account in connection with the Service in the unlikely event that the Service remits funds incorrectly to any of your Payees, and/or to withdraw funds from your Funding Account in such event if you otherwise receive the benefit of the amount of such incorrectly remitted funds.

RETURNED PAYMENTS. In using the Service, you understand that Payments may be returned by or to the Service provider for various reasons including but not limited to: the account or account number at the Payee is not valid, the Payee address is not valid, the Payee returns or rejects the remittance item, the account at the Payee has been paid in full or has been turned over to another company or individual. The Service shall use commercially reasonable efforts to research and correct the returned payment, or void the payment and credit your Payment Account. You may receive notification from the Service.

FEES. Northland Area Federal Credit Union Bill Pay Service is free for making standard payments. However, there are fees for expedited electronic and check payments.

- Expedited Electronic Payment Fee: \$10.00
- Expedited Paper Payment Fee: \$25.00

ACCOUNT SECURITY. You are solely responsible for controlling the safekeeping of and access to your user identification, password or other means to access your account. You agree not to give out or make available your user identification, password, access code, authenticating image or other means to access your account to any unauthorized individuals. You are responsible for all Payment transactions authorized by you or by anyone to whom you provide access to your Bill Pay account. You are liable for all Payment transactions you make or that you authorize another person to make even if that person exceeds his or her authority.

UNAUTHORIZED ACTIVITY. If you believe that your user identification, password, access code, authenticating image or other means to access your account has been lost, stolen or otherwise compromised, or that someone may attempt to use the Service without your consent or has transferred money without your permission, or if you suspect any fraudulent activity in your account(s), you must notify the Financial Institution at once. If your password has been compromised and you tell us within two (2) business days of discovering the loss or misappropriation, you can lose no more than fifty dollars (\$50). If you do not tell us within the two (2) business day period, you could lose as much as five hundred dollars (\$500) if we could have stopped the use of your accounts had we received notice in a timely manner. You must contact Customer Service as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need any 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 statement on which the unauthorized transaction, problem or error appeared (If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within ten (10) business days). If you fail to notify us within the sixty (60) day period, you may not recover any of the money you lost if we can establish that the loss could have been avoided had you notified us on time. We may extend these time periods for good reasons such as out-of-town travel or extended hospital stays.

When you report a problem or discrepancy, please: (i) tell us your name and Service account number; (ii) describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need; (iii) tell us the dollar amount of any suspected error; and (iv) tell us the Funding Account number used to pay the bill, the Payee name, the applicable account number at the Payee, the date the Payment was sent, the Payment Amount and the Payment reference number. Generally speaking, we will tell you the results of our investigation within

ten (10) business days after we hear from you. However, we may take up to forty-five (45) days to investigate your complaint or question. In this case, we may provisionally credit your account so that you have use of the money during the time it takes us to complete our investigation. If you fail to provide your complaint or question in writing within ten (10) business days of a request from us to do so, we reserve the right to not credit your account. If we confirm an error, we will correct your account record within ten (10) business days. If we determine that there was no error, we will send you a written explanation within three (3) business days after we conclude our investigation and will debit any interim amounts credited to your account. You may request copies of any documents that we use in our investigation.

ELECTRONIC MAIL (E-MAIL). Sending E-mail is a very good way to communicate with Financial Institution and/or Service provider regarding your accounts or the Services. However, your e-mail is actually sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as account numbers and balances in any e-mail communication. You cannot use e-mail to initiate Service transactions. All such transactions must be initiated using the appropriate functions within the Service. Neither the Service provider nor the Financial Institution shall be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

DISCLOSURE OF INFORMATION. It is our policy to treat your Bill Pay Service account information as confidential. However, Service provider and/or the Financial Institution may disclose certain information about you, your accounts and/or Payments to third parties in situations such as: when necessary to complete a Payment transaction per your instructions; when necessary to activate additional services per your request; in order to determine credit worthiness; in order to comply with government agency or court orders, financial services regulations or law; or if you give Financial Institution or Service provider written permission.

Information submitted to the Service provider or its suppliers is the property of those parties, and they are free to use and disclose that information, or any ideas, concepts, know-how or techniques contained in that information to any third party for any purpose whatsoever, except as specifically agreed by the Financial Institution or prohibited by law.

ACCOUNT AND CONTACT INFORMATION. It is your sole responsibility to maintain accurate and complete contact information and Funding Account information in your user profile. This includes, but is not limited to, name, address, phone numbers and email addresses, and verifying account numbers. Changes can be made within online banking or by contacting Customer Service. Changes you make are typically effective immediately. Neither the Service provider nor the Financial Institution shall be responsible for any payment processing errors or fees incurred if you do not provide accurate Funding Account or contact information.

VIRUS PROTECTION. Neither the Service provider nor the Financial Institution is responsible for any electronic virus that you may encounter using the Service. You are encouraged to routinely scan your computer and files using reliable virus protection products to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

DAMAGES AND WARRANTIES. In addition to the terms previously disclosed, The Financial Institution and/or Service provider are not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by the use of the Bill Payment Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Financial Institution or one of its suppliers. In addition, Financial Institution and/or Service provider disclaim any responsibility for any electronic virus(es) Subscriber may encounter after installation of such software or use of Bill Payment Services. Without limiting the foregoing, neither Financial Institution and/or Service provider nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in

transit via the Internet, communication lines, postal system or electronic funds transfer networks. Financial Institution and/or Service provider and its suppliers provide Bill Payment Services from their own sites and they make no representation or warranty that any information, material or functions included in Bill Payment Services are appropriate for use by you in your jurisdiction. If you choose to use Bill Payment Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Financial Institution nor Service provider nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Bill Payment Services, or contained in any third party sites linked to or from Financial Institution and/or Service provider's web sites. FINANCIAL INSTITUTION AND SERVICE PROVIDER MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF BILL PAYMENT SERVICE, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. FINANCIAL INSTITUTION AND SERVICE PROVIDER DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

EXPEDITED PAYMENTS TERMS AND CONDITIONS. Description of Service: Expedited Bill Payment allows you (the "User") to make an expedited payment to a payee. Depending on the recipient, payments may either be a same day electronic payment or a check sent overnight to the payee. If the payment cannot be expedited (cannot arrive to the payee more quickly than a standard payment would) it will not be displayed and the service will not be offered on that payment. A convenience fee (as noted on the Expedited Payment request page) per payment will be charged to your Northland Area Federal Credit Union account for each expedited payment made. Once you have requested an expedited bill payment transaction, you may not place a stop payment request on it.

Service Guarantee: If the payment is received later than the delivery date specified at the time the payment was scheduled, the user is eligible for a refund of the convenience fee. However, late fees charged by the payee are not the responsibility of Northland Area Federal Credit Union and will not be refunded. All other conditions applicable to the Northland Area Federal Credit Union Bill Payment Service apply to Expedited Bill Payment transactions except for those situations where the Expedited Bill Payment terms and conditions are in conflict. In those situations, the Northland Area Federal Credit Union Expedited Bill Payment terms and conditions take precedence.

Limitations: Expedited Electronic Payments are available for a limited number of payees. Availability of Expedited Payment options will be limited based on biller capabilities, time of day, payment delivery mechanisms and other factors. Expedited Payments will be unavailable for delivery to P.O. Box addresses or locations in AK, HI, or any foreign or U.S. territory outside of the contiguous 48 states and District of Columbia. The User is solely responsible for entering and verifying any address for overnight check payments to ensure it is correct and is specified as a valid overnight package address by the biller.

Due to the inherent need to expedite the payment, payment instructions will be processed and completed immediately upon submission of a request from a User. The User will not have the ability to edit or cancel the payment instruction after he has confirmed the payment request.

INDEMNIFICATION. Subscriber shall indemnify, defend and hold harmless the Financial Institution and Service provider and their affiliates, officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Subscriber's negligence; (ii) Subscriber's failure to comply with applicable law; or (iii) Subscriber's failure to comply with the terms of this Agreement.

ADDITIONAL REMEDIES. Due to the likelihood of irreparable injury, the Financial Institution and Service provider shall be entitled to an injunction prohibiting any breach of this Agreement by Subscriber.

AMENDMENT AND TERMINATION. The Financial Institution and Service provider reserve the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When changes are made, you will be notified by one or more of the following methods: 1) electronic mail; 2) physical mail at the address shown in our records; 3) update of our web site; and/or 4) as otherwise permitted by law. Your continued use of the Service after being notified of changes to this Agreement shall constitute your agreement to such changes.

You may terminate this Agreement by contacting Customer Service at 844-827-3965 or by written notice to the Financial Institution. Neither the Financial Institution nor Service provider is responsible for terminating any scheduled One-Time Payment nor Recurring Payment processed prior to a reasonable opportunity to act on your termination notice. Once your Service is terminated, all of your scheduled One-Time Payments and Recurring Payments shall be terminated as well. You remain obligated for all Payments made by the Service on your behalf under this Agreement.

APPLICABLE RULES, LAWS, AND REGULATIONS. You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Michigan, U.S.A., as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering, Alpena, Michigan U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

ASSIGNMENT. The Financial Institution and Service provider may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party. Subscriber may not assign this Agreement to any other party.

INTEGRATION. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and the Financial Institution.

SEVERABILITY. If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the Institution, this Agreement will control.

DISPUTES. In the event of a dispute regarding the Service, you and the Financial Institution and Service provider agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what is said by a Service provider and/or Financial Institution employee or Customer Service Department and the terms of this Agreement, the terms of this Agreement shall prevail.

WAIVER. The Financial Institution and Service provider shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Financial Institution and/or Service provider of a breach of this Agreement shall constitute a waiver by such party of any prior or subsequent breach of this Agreement.

FORCE MAJEURE. Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

CONSTRUCTION. This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

HEADINGS AND CAPTIONS. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

Electronic Contact Information. In order to keep you informed of changes to this disclosure, we must distribute the new disclosure to you when changes are made. We will provide notice to you that the new disclosure is available electronically through our Online Banking Service. In order to ensure timely notification of any changes, please notify us on a timely basis of a change in your electronic mail address or physical mail address

E-SIGN DISCLOSURE. With your acceptance of this e-Sign Disclosure, you agree to accept the disclosures presented on the credit union's website in an electronic format. You verify and agree that you have the required hardware and software necessary to access these disclosures and to retain a copy of them. To do so, you will need the following:

- Internet Access
- A computer with a modem and Internet browser that can support SSL, 128-bit encryption
- For security purposes, you should use the most current stable versions of Internet browsers; for example, Microsoft Internet Explorer, Firefox, or Safari. The most current version will support 128-bit encryption.
- Access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures, and
- An external email address

If we revise hardware and software requirements, and if there is a material chance that the changes may impact your ability to access the disclosures, we will notify you of these changes 30 days in advance and provide you an opportunity to cancel your acceptance of these electronic disclosures and/or change your method of receiving disclosures (e.g. change to paper format versus an electronic format) without the imposition of any fees.

You may change the method of delivery at any time (e.g. from electronic format to paper format) by contacting us at 989-739-1401, opting out (un-enrolling) of eStatements in your online account, or visiting a branch location.

You may also request paper copies of the disclosures. (A fee may be imposed for a paper copy of an archived monthly statement - Refer to the current Member Rewards & Fee Schedule) You should print or save a copy of all disclosures delivered electronically.

By proceeding with your enrollment in our Online Banking Service, you signify your agreement with this e-Sign Disclosure. As stated above, you agree to accept the disclosures presented on the credit union's website in an electronic format, and agree that you have the required hardware and software necessary to access the account disclosures and to retain a copy of them.

Enrollment for Online Banking

By clicking on "I Agree" and then the Accept button in Online Banking (below), you are acknowledging that you have read and agree to the terms and conditions of this Agreement and would like to proceed with enrollment in Online Banking.

I Agree