

The following terms and conditions govern the manner in which McCone County Federal Credit Union (“MCFCU”, “we”, “us”, “our”) will provide MCFCU Online, Bill Pay, Mobile App and Remote Deposit Capture Services to you, a member of MCFCU (“you”, “your”).

“Business day” Definition: For purposes of these disclosures, our business days are Monday through Friday, excluding normal banking holidays.

## **Agreement Regarding the Use of MCFCU Online**

By using your MCFCU Online password to obtain a MCFCU Online service for the first time, you will be consenting to the terms of this Agreement.

You will have until 2:00 p.m., Mountain Time (“MT”), to cancel or modify a scheduled transfer on the day prior to the day that the transfer is scheduled to occur. Scheduled transfers are processed after 2:00 p.m., MT.

MCFCU reserves the right to discontinue access to MCFCU Online without notice. MCFCU will not be liable for failure to honor any MCFCU Online transactions once access to MCFCU Online has been discontinued. Some transactions may not be processed the same day based on the time the transaction was made. A withdrawal by check requested on any day will be processed the following business day. The total dollar amount of transactions via MCFCU Online is subject to limits set by MCFCU, and sufficient verified funds must be available to satisfy your transaction instructions. All quoted balances may not include current day activities, including items that have not cleared.

## **Agreement Regarding the Use of Bill Pay Services**

Bill Pay Services is our electronic bill payment service. You authorize us to utilize third parties to provide the Bill Pay Services to you on our behalf. Payment of taxes or court directed payments via the Bill Pay Services is prohibited. If the designated account does not have sufficient funds available to complete the payment, the payment may be refused. We reserve the right to refuse to make any payment, but will notify you of any such refusal within two (2) business days following receipt of your payment instruction.

When using Bill Pay Services, funds will be sent to your targeted merchant as close as reasonably possible to the date designated by you in your payment instruction. You authorize us, and any third party acting on our behalf, to choose the most effective method to process your payment, including, without limitation, electronic, paper, or some other draft means. For each properly instructed payment to an eligible merchant, you will receive a transaction confirmation number (“confirmation number”). A properly instructed payment includes the generation and receipt of a confirmation number. UNLESS YOU RECEIVE A CONFIRMATION NUMBER, WE SHALL NOT BE LIABLE FOR ANY FAILURE TO MAKE A PAYMENT, INCLUDING ANY FINANCE CHARGES OR LATE FEES INCURRED AS A RESULT. THE PAYMENT DATE MUST BE FIVE OR MORE BUSINESS DAYS BEFORE THE MERCHANT DUE DATE, SINCE THE

TIME FOR US TO PROCESS YOUR PAYMENT VARIES ACCORDING TO THE MERCHANT. IF YOU SCHEDULE A PAYMENT LESS THAN FIVE BUSINESS DAYS BEFORE THE DUE DATE, YOU WILL BEAR FULL RESPONSIBILITY FOR ALL PENALTIES AND LATE FEES, AND WE WILL NOT BE LIABLE FOR ANY SUCH CHARGES OR FEES.

When using Bill Pay Services, the payment date, indicated by you, must always be a business day. If you attempt to make a payment on a non-business day, the scheduled payment will be deemed to be the first business day following the date of your attempt. A bill payment may be canceled or modified any time prior to 1:00 p.m., MT, on the business day that the payment is scheduled to occur.

### **Bill Pay Services Contact Information**

Bill Pay Services contacts are available Monday thru Friday

from 9:00 a.m. to 5:00 p.m., MT.

Please call 406-485-2288.

## **Agreement and Disclosures Applicable to MCFCU Online, Bill Pay, Mobile App and Remote Deposit Capture Services**

### **Periodic Statements:**

You will get a periodic statement at least quarterly. All transactions made via the MCFCU Online and Bill Pay Services will be listed on your statement that you receive from us.

### **Transfer Types:**

You may utilize MCFCU Online and/or Bill Pay Services to:

1. Transfer funds between your checking and savings accounts whenever you request;
2. Pay for purchases at places that have agreed to accept the MCFCU Online and/or Bill Pay Services.
3. Pay bills directly from your checking account in the amounts and on the days you request.

### **Transfer Limitations:**

Government regulations limit, to six per month, the number of automatic withdrawals and transfers from either a Savings Account or a Money Market Account. Specifically, the limitation applies to automatic withdrawals or transfers made by MCFCU Online, Mobile Banking, pre-authorized debit, check, debit card, or overdraft protection transfer.

Automatic withdrawals or transfers exceeding the above limit are subject to our Reg D Fee (see Fee Disclosure). Additionally, we reserve the right to prevent automatic withdrawals or transfers which exceed the above limit or to monitor these transactions

after they occur. When we observe that the number of transactions exceeds the above limit, we will contact you for corrective action. When excessive transactions continue to occur, or when the number of transactions shows little attempt to stay within the limitation, we reserve the right to close a Savings or a Money Market Account or convert it to a Checking Account.

**Electronic Check Conversion:**

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

1. Pay for purchases and
2. Pay bills

**Preauthorized Credits:**

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 406.485.2288 to find out whether or not the deposit has been made.

**Right to Stop Payment and Procedure for Doing So:**

In addition to the transfer cancelation methods stated above in the MCFCU Online and Bill Pay Services Agreement sections, you may also stop any regular payments out of your account that you have told us about in advance. Here is how:

1. Call us at 406.485.2288; or
2. Write us at:

McCone County Federal Credit Union, PO Box 79, Circle, MT 59215

Please do so in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, you are required to provide a written confirmation of the stop-payment and mail it to the address listed above within 14 days after you call. An oral stop-payment order ceases to be binding after 14 days if you fail to provide the required written confirmation.

**Liability for Failure to Stop Payment of Preauthorized Transfer:**

If you order us to stop a payment, as described above, three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Liability for Failure to Complete a Transfer on Time or In the Correct Amount & Limitations:**

If we do not complete a transfer to or from your account on time or in the correct amount, when properly instructed by you to do so in accordance to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable in the following circumstances:

1. If, through no fault of ours, the designated account does not have sufficient funds available to complete the transaction or payment;

2. The money in your account is subject to legal process or other claim;
3. You have closed the designated account;
4. We have identified you as a credit risk and have chosen to terminate your subscription to the Bill Pay Services;
5. Your equipment, the software, or any communications link is not working properly;
6. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside source) prevent the proper execution of the transaction, despite reasonable precautions that we have taken; and
7. If MCFCU Online or Bill Pay Services was not working properly and you knew about the breakdown when you started the transfer;
8. The merchant mishandles or delays handling bill payments sent by us.
9. There may be other exceptions stated in our Agreement.

**Failed Payments and Subscription Suspension:**

In the event we are unable to process a bill payment transaction (for example, the designated account has insufficient funds), the transaction will result in a "Failed Payment." In such event, you may be charged the "Service Charge-Billpay-NSF" fee (see Fee Disclosure). In the event of repetitive Failed Payments, we reserve the right to suspend your subscription to MCFCU Online, without prior notice. If your subscription is suspended, transactions which were previously initiated may continue to be processed unless canceled and confirmation of such cancellation is provided as specified below. Suspension will be handled by MCFCU Member Services, and all inquiries and correspondence relating thereto, including requests for reinstatement, should be directed to MCFCU Member Services. Any notice of subscription suspension that we choose to provide will be sent by mail to your listed address.

**Reimbursement/Collection of Funds for Failed Payments:**

With respect to any Failed Payment, you agree to reimburse us within fourteen (14) days after notice is sent to you, for any funds we have already paid to one or more of your designated merchants which we were unable to recover by debit to the merchant or charge to you. If you do not pay any amount owed to us when due, you agree to pay interest on the unpaid balance at the rate of 18% per annum. In the event that your claim or debt is referred to a third party for collection, you agree, to the extent permitted by law, to pay all costs and fees incurred in collecting the outstanding balances, including reasonable attorneys' fees and court costs.

**MCFCU Online Password:**

You are responsible for the safekeeping of your MCFCU Online password and for all transactions by the use of MCFCU Online. Your MCFCU Online password is not transferable. You agree that you will not disclose your MCFCU Online password or make it available to any other person. If you disclose your MCFCU Online password to anyone, you have given that person access to your account via MCFCU Online and you are responsible for their transactions.

**Consumer Liability:**

Tell us AT ONCE if you believe your MCFCU Online password has been lost, stolen, or

otherwise compromised, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning MCFCU Member Services during operating hours or sending an electronic message through MCFCU Online are the best ways of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your MCFCU Online password, you can lose no more than \$50.00 if someone used your password and MCFCU Online/Bill Pay Services without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password 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, including those made by MCFCU Online/Bill Pay Services, card, code, or other means, tell us at once. If you do not tell us within 60 days after the statement 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.

**Contact in Event of Unauthorized Transfer:**

If you believe your MCFCU Online password has been lost, stolen, or otherwise compromised, please call or write us using the following contact information:

**MCFCU Member Services Contact Information**

**Telephone:**

MCFCU member services are available during the following hours:  
Monday thru Friday  
9:00 a.m. to 5:00 p.m., MT.

**Email:**

[mcconecu@mcconecu.com](mailto:mcconecu@mcconecu.com)

**Mail:**

McCone County Federal Credit Union  
PO Box 79  
Circle, MT 59215

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**Error Resolution:**

In case of errors or questions about your electronic transfers, contact us using the methods above 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. You must:

1. Tell us your name and 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; and
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 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 (3) business days after completing our investigation. If we decide that 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.

## **Agreement Regarding the use of the MCFCU Mobile App**

Please read these Agreements carefully before accessing or using this service. By accessing or using the service, you agree to be bound by the terms and conditions set forth below. If you do not wish to be bound by these terms and conditions, you may not access or use the service.

a. Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. Mobile Banking allows you to access your account information, transfer funds, and conduct other banking transactions. To utilize the Mobile Banking service, you must be enrolled to use Online Banking.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We also reserve the right to modify the scope of the service at any time.

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by law.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the service may not be supportable for all devices. The 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. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

b. Use of Service. You agree to accept responsibility for learning how to use Mobile Banking and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your device and we will not be liable to you for any losses caused by your failure to properly use the service or your device. You will not hold the Credit Union liable for any incompatibility of the Software with your mobile device or for any loss or damage to any mobile device which may be caused by the Software or the installation process.

c. Other Agreements. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements the credit union except as expressly otherwise stated herein; and 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 Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through this service is also subject to the Membership and Account Agreement, Electronic Funds Transfer Agreement and Disclosure, Online Banking Agreement, Account Rate and Fee Disclosures, and your loan agreements. You should review the account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

d. Permitted Mobile Banking Transfers: Transactions in Mobile Banking are subject to the terms and limitations disclosed in the Membership and Account Agreement, Electronic Funds Transfer Agreement and Disclosure, Account Rate and Fee Disclosures, and your loan agreements. You may transfer or withdrawal up to the available balance in your account at the time of the transfer, except as limited under this agreement or your deposit or loan agreements. The credit union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an

account below a required balance, or otherwise require us to increase our required reserve on the account. We may process transfers that exceed your available balance at our discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable fees. We may limit the type, frequency and amount of transfers for security purposes and may change or impose the security limits without notice, at our option. You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

e. You represent and agree to the following by enrolling for Mobile Banking or by using the included services:

i. Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.

ii. User Security. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

iii. User Conduct: you agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user;



or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

iv. No Commercial Use or Re-Sale. You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

v. Availability. We make no representation that any content or use of Mobile Banking is available for use in any location in the United States or outside of the United States.

vi. Limitations and Warranty Disclaimers.

**We and our service providers disclaim all warranties relating to Mobile Banking or otherwise in connection with this Addendum, whether oral or written, express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement. Neither we nor our service providers will be liable to you or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages of any kind, or for any loss of profits, business, or data, whether based in statute, contract, tort or otherwise, even if we or our service providers, as applicable, have been advised of, or had reason to know of, the possibility of such damages.**

## **Agreement Regarding the Use of MCFCU Remote Deposit Capture**

Remote Deposit provides you the ability to access and make deposits to your designated eligible Accounts using either the Software referenced above or a home scanner and personal computer. Remote Deposit is designed to take advantage of the Check Clearing for the 21st Century Act and its regulations (collectively, Check 21). Remote Deposit enables you to use a compatible handheld device or home scanner to capture an image of original paper checks (Original Checks) that are drawn on or payable through U.S. financial institutions (each a Check Image) and to electronically submit the Check Image and associated deposit information to MCFCU from your home or other remote locations for deposit into a designated eligible Account for collection thereafter by MCFCU. A Check Image submitted to MCFCU electronically for deposit is not deemed received until MCFCU accepts and confirms receipt of your Check Image deposit. Your use of Remote Deposit is subject to these requirements:

1. You must have or acquire and maintain a compatible handheld device and a wireless plan from a compatible wireless carrier.
2. You must qualify, and MCFCU must approve, your eligibility.

You may scan and submit Check Images for deposit to MCFCU within the dollar limits (Deposit Limits) established for you by MCFCU. MCFCU reserves the right to limit the frequency and dollar amount of deposits submitted through Remote Deposit. If you exceed the Deposit Limits established for you, MCFCU may in its sole discretion accept or refuse the Check Image deposit. If at any time MCFCU accepts a Check Image deposit that exceeds your Deposit Limits, MCFCU will have no obligation to do so in the future. MCFCU may at any time at its sole discretion raise or lower your Deposit Limits.

By requesting access to Remote Deposit, you authorize MCFCU to provide you with access to all of the Share Accounts eligible for Remote Deposit, which are a Primary Savings Account or a Checking Account and other Accounts as may be eligible in the future.

Scanning and submitting Check Image deposits does not constitute approval of the deposit by MCFCU. Generally, Check Image deposits received prior to 4:00 PM Mountain Time are posted to your account on the Business Day of receipt. Any Check Image deposit that requires review or that is received after 4:00 PM Mountain Time or on Saturdays, Sundays, federal holidays, Good Friday, Friday after Thanksgiving, Christmas Eve and New Year's Eve will be posted on MCFCU's next Business Day. Acknowledgment that your Check Image deposit has been received by MCFCU does not mean that the Check Image deposit was received error free.

You agree that you will use Remote Deposit to scan only Original Checks payable to and properly endorsed by you, drawn on financial institutions in the United States with a valid ABA/Routing Number and denominated in U.S. Dollars, and intended for deposit by you to your designated Account with MCFCU. All other items may be deposited by alternate methods such as in person or by mail. Current endorsement requirements can be obtained by calling us at (406) 485-2288 or an email sent to [mcconecu@mcconecu.com](mailto:mcconecu@mcconecu.com).

You understand that MCFCU is not obligated to accept for deposit any Check Image that MCFCU in its sole discretion determines to be ineligible for Remote Deposit. Ineligible items include: Check Images of items drawn on banks located outside the United States, Check Images that are illegible, images of checks previously converted to Substitute Checks as defined by Check 21, and Check Images with unreadable MICR information. The quality of any Check Image must comply with the requirements established from time to time by any regulatory agency, clearing house or association. You acknowledge and agree that even if MCFCU does not identify a Check Image as ineligible, the Check Image may be returned to MCFCU because, among other reasons, the Check Image or any Substitute Check created from the Check Image is deemed ineligible by the financial institution upon which it is drawn or any intermediate collecting financial institution. MCFCU's failure to identify a Check Image you transmit to MCFCU as ineligible shall not preclude or limit your obligations.

You agree to be responsible for safekeeping and destruction of original items which are scanned, transmitted electronically and deposited using Remote Deposit and indemnify and hold MCFCU harmless from any liability with respect to (i) the safekeeping, use or destruction of the original items after they are scanned, transmitted and deposited electronically, or (ii) for any Items being submitted for deposit or presented for payment more than once. There are no laws or regulations that state how long original items should be retained prior to destruction; therefore, retention timeframes are set at the Member's discretion. You are responsible if an Original Check is misused following submission by Remote Deposit.

You make the following representations and warranties:

1. You shall not alter any Original Check or Check Image and shall review the Check Image to ensure that it accurately represents all of the information on the front and the back of the Original Check at the time you scanned the Check Image.
2. You shall submit to MCFCU only Check Images that are suitable for processing, including, but not limited to, Check Images that are legible and contain machine-readable MICR data.
3. You shall be responsible for safekeeping or destruction of the Original Checks as stated above.

4. You shall not submit to MCFCU or to any other person or entity for deposit or credit any Original Check if a Check Image of the Original Check has already been submitted and accepted for deposit into your Account with MCFCU or which you previously submitted to and was accepted by any other person or entity for deposit.
5. You shall not deposit into your Account with MCFCU or any other deposit taking institution, or otherwise negotiate or transfer to anyone, any Original Check that you submitted as a Check Image deposit to MCFCU, unless following receipt of your submission, MCFCU notifies you that the Check Image is ineligible and not accepted for deposit or that the Check Image or any Substitute Check created from the Image is refused by the financial institution upon which it is drawn.
6. You shall indemnify, defend, and hold MCFCU and its agents from and against all liability, damage and loss arising from any claims, suits, or demands, brought by third parties with respect to any Check Image, Substitute Check, or Original Check processed through Remote Deposit as described above.
7. You shall use Remote Deposit only for your own personal, home office, or small business use in accordance with the terms of this Agreement. You shall not make Remote Deposit available or transfer your rights to use Remote Deposit for the benefit of any third party.  
MCFCU will acknowledge receipt of your Check Image deposit submitted through Remote Deposit and notify you if a Check Image is not eligible for deposit. MCFCU's ability to provide Remote Deposit is conditioned upon the availability of the wireless or computer services and systems used in transmitting your requests and MCFCU's response. MCFCU shall not be liable or responsible for any loss or damage incurred due to the failure or interruption of Remote Deposit, wireless or computer services, or systems, resulting from the act or omission of any third party or other causes not reasonably within MCFCU's control. All fees and charges stated in the Truth in Savings Rate and Fee Schedule will remain in effect when you access your Account using Remote Deposit.

**Disclaimer of Warranties.** You agree your use of Remote Deposit and all information and content (including that of third parties) is at your risk and is provided on an as is and as available basis. MCFCU disclaims all warranties of any kind as to the use of the services, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and noninfringement. MCFCU makes no warranty that Remote Deposit (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error free, (iii) that the results obtained from Remote Deposit will be accurate or reliable, and (iv) that any errors in the services or technology will be corrected. In no event will MCFCU be liable to you for any consequential, incidental, or indirect damage arising out of the use, misuse or inability to use Remote Deposit or for any loss of data, even if MCFCU has been advised of the possibility of such damage. You agree that MCFCU may provide you with all disclosures, notices, and other communications about Remote Deposit, and any future amendments, changes, or additions to this Agreement in electronic form. At your request, MCFCU agrees to provide you with a paper copy of this Agreement by calling 999-999-9999. Your consent to receive notices and updates in electronic form only will apply for as long as you use Remote Deposit. You may withdraw your consent to receive electronic communications at any time by calling 999-999-9999. This Agreement may be downloaded at MCFCU.com.

MCFCU may amend or change the terms and conditions stated in this Agreement (including changes in the fees and charges hereunder) by giving notice to you as required by law or regulation. Prior notice need not be given where an immediate change in terms or conditions is

necessary to maintain or restore the security of Remote Deposit or the safety of MCFCU's relationship with you or is otherwise required immediately by law or applicable regulation.

The following provisions are applicable to sole proprietorships, partnerships, limited liability companies, corporations, and other forms of business organization that are not consumer accounts and are not maintained primarily for personal, family, or household purposes:

1. MCFCU is not responsible for any loss, injury or damage, whether direct, indirect, special, consequential, exemplary, economic or otherwise, caused by Remote Deposit or the use of Remote Deposit except as otherwise expressly provided for in this Agreement or by applicable law. You are responsible for any unauthorized use of Remote Deposit and any loss or damages incurred due to the unauthorized access to your Accounts.
2. If any person with authorized access through Remote Deposit is no longer authorized, it is your responsibility to notify MCFCU. MCFCU shall not be liable or responsible to you for any transactions conducted by any person whose authority to conduct transactions is no longer in effect until MCFCU is expressly notified.

## **Limited Liability: Equipment**

WE ARE NOT RESPONSIBLE FOR ANY OTHER LOSS, DAMAGE OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT OR SOFTWARE, THE MCFCU ONLINE, MOBILE APP, REMOTE DEPOSIT CAPTURE OR BILL PAY SERVICES, OR ANY TECHNICAL OR EDITORIAL ERRORS CONTAINED IN OR OMISSIONS FROM ANY USER GUIDE RELATED TO THE SERVICES. WE SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR EQUIPMENT, SOFTWARE OR THE SERVICES, EXCEPT WHERE THE LAW REQUIRES A DIFFERENT STANDARD.

## **New Services:**

We may, from time to time, introduce new services or enhance the existing services. We shall notify you of the existence of these new or enhanced services. By using these services when they become available, you agree to be bound by the terms and conditions regarding these services, which will be disclosed to you.

## **Confidentiality:**

We will only disclose information to third parties about your accounts in the following situations:

1. When it is necessary for completing MCFCU Online or Mobile App transactions;
2. In order to comply with a government agency or court order; or
3. If you give us your permission.

## **Fees:**

The following fees may apply:

Fees associated with use of your share draft and share accounts also apply to MCFCU Online and Bill Pay Services. See MCFCU's Fee Disclosure, located at [www.mcconecu.com](http://www.mcconecu.com), for details.

## **Additional Terms and Conditions**

In addition to the foregoing, you agree to be bound by and comply with applicable state and federal laws and regulations

To cancel your MCFCU Online access, you must provide written instruction to us using the MCFCU Member Services contact information above.

If you wish to cancel your subscription to Bill Pay Services, you must notify MCFCU Member Services. You will be responsible for all bill payments you have requested prior to termination and for all other changes and fees incurred. **BE SURE TO CANCEL ALL OUTSTANDING PAYMENT ORDERS BEFORE YOU NOTIFY US TO TERMINATE BILL PAY SERVICES. WE WILL NOT BE LIABLE FOR PAYMENTS NOT CANCELLED OR MADE DUE TO THE LACK OF PROPER NOTIFICATION BY YOU OR BILL PAY SERVICES TERMINATION.**

These Terms and Conditions and applicable fees and charges may only be altered or amended by us. In such event, we shall send notice to you at your listed address or transmit notice of the alteration or amendment over MCFCU Online. Your use of MCFCU Online following receipt of such notice constitutes acceptance of such alterations or amendments.

In the event of a dispute regarding MCFCU Online, our Mobile App, Remote Deposit Capture or Bill Pay, you agree to resolve the dispute with us by looking to these Terms and Conditions. These Terms and Conditions shall supersede any and all other representations made by you or our employees.

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Indiana and any other regulation or federal law that might supersede or otherwise be binding.

## **Authorization**

You desire to subscribe to MCFCU Online, Mobile App, Remote Deposit Capture and/or Bill Pay Services and authorize us, and any third party acting on our behalf, to serve as your agent in processing payments to targeted merchants and/or transfers to and from targeted accounts pursuant to your payment and/or transfer instructions, and you authorize us to post such payments and/or transfers to your designated account(s). You understand that we may not make certain payments and/or transfers if sufficient funds are not available in your designated account. This authorization is in force until revoked

by you or us and is subject to these Terms and Conditions as amended from time to time.

## **Privacy Policy**

The privacy policy of MCFCU is located at [www.mcconecu.com/privacy](http://www.mcconecu.com/privacy). I agree that I have reviewed this policy.

## **ESIGN and Electronic Statements**

MCFCU's ESIGN Disclosure and consent is located at <https://mcconecu.com/wp-content/uploads/ESign-Disclosure-September-2017.pdf>. I agree that I have reviewed this consent.

## **No Waiver**

MCFCU shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by MCFCU. No delay or omission on the part of MCFCU in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## **Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

I have read and agree to these Terms and Conditions.