

Online Banking Terms and Conditions

The following Terms and Conditions govern the manner in which the Embers Credit Union will provide Online Banking services. The words “we”, “us”, and “our” refer to the Embers Credit Union.

The words “You” and “Your” refer to each person who accesses Online Banking services and each account owner or other person authorized to transact business on any Credit Union account which may be accessed through the Embers Credit Union Online Banking. Embers Credit Union is available from 9:00 a.m. to 5:00 p.m. Monday through Friday, Saturday from 9:00am to 12:00pm and may be reached by calling 906-228-7080 from the Marquette area or 1-877-221-1092 nationwide or by emailing embers@embers.org. You may also write to us at:

Embers Credit Union
ATTN: Online Banking
1001 West Baraga Ave
Marquette, MI 49855

Limitation: Under no circumstance will we be liable if we are unable to complete any transfers initiated in a timely manner via Online Banking because of the existence of any one or more of the following:

1. If, through no fault of ours, your Account does not have sufficient funds available to complete the payment or transfer.
2. You have closed the designated Account, or have been removed as a joint owner.
3. If the transfer would go over the credit limit of your overdraft line, if applicable.
4. If your account number or access code has been reported lost or stolen and we have taken action to prevent transfers by use of the account number or access code.
5. If your Account is legally subject to some legal process, right of setoff, or encumbrance, or if the funds in your Account are not immediately available for payments or transfers.
6. The Online Banking, your equipment, the software, or any communications link is not working properly and you know or have been advised by us about the malfunction before you execute the transaction.
7. 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 and we have taken reasonable precautions to avoid these circumstances.
8. There may be other exceptions stated in our agreement with you.

WE ARE NOT RESPONSIBLE FOR ANY OTHER LOSS, DAMAGE OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT OR SOFTWARE, ONLINE BANKING OR ANY TECHNICAL OR EDITORIAL ERRORS CONTAINED IN OR OMISSIONS FROM ANY USER GUIDE RELATED TO ONLINE BANKING WEB. 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 ONLINE BANKING, EXCEPT WHERE THE LAW REQUIRES A DIFFERENT STANDARD.

TRANSACTION LIMITATIONS: Some types of withdrawals are limited from all savings accounts to six (6) per month. This allows the Credit Union to comply with Federal Regulation D. During any month, you may not make more than six (6) withdrawals or transfers to another Credit Union account of yours or to a third-party by means of a pre-authorized or automatic transfer or telephonic order of instruction. Transfers made through Online Banking are included when computing the permissible number of monthly transfers made. If you exceed these transfer limitations during a month, your Account may be subject to closure.

NEW SERVICES: We may, from time to time, introduce new services or enhance the existing Online Banking Web. 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 obligations concerning these services, which will be sent to you.

CARE OF YOUR ACCOUNT NUMBER AND ACCESS CODE: You agree that you will not give your Account number or access code or make them available to any other person. If you believe your PIN or Access Code has been lost or stolen, or that someone has made payments using your PIN or Access Code without your permission, notify

us IMMEDIATELY by phone any time during Regular business hours or send an electronic message through Online Banking.

YOUR LIABILITY FOR UNAUTHORIZED PAYMENTS OR TRANSFERS: If you believe that your PIN or Access Code has been lost or stolen, notify us IMMEDIATELY as provided above in order to minimize your possible losses. You could lose all the money in your Account (plus your maximum overdraft line of credit, if any). If you believe your PIN or Access Code has been lost or stolen, and you notify us within two (2) Business Days after you learn of the loss or theft, your maximum liability will be \$50.

If you do NOT notify us within two (2) Business Days after you learn of the loss or theft of your PIN or Access Code, and we can prove that we could have prevented someone from using your PIN or Access Code if you had told us in time, your maximum liability is \$500.

If your Statement contains payments or transfers that you did not make, notify us IMMEDIATELY. If you do NOT notify us within sixty (60) days after the Statement was mailed to you, you may not get back any of the money you lost if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a hospital stay or a long trip) prevented you from telling us, we may, at our discretion, extend the time.

ERRORS AND QUESTIONS: Contact us as soon as possible at either the address or telephone number described above if you think that a payment or transfer listed on your Statement is in error or if you need more information about a payment or transfer listed on the Statement. We must hear from you no later than sixty (60) days after you received the first Statement on which the problem or error occurred. When you call or write us, you must:

1. Tell your name and Account number.
2. Tell us the dollar amount of the suspected error.

If you tell us orally, or by using electronic mail, we may require that you send your complaint in writing within ten (10) Business Days. We will tell you the result of our investigation within ten (10) Business Days after we receive your complaint and will correct any error promptly. If we need more time, we may take up to forty-five (45) days to investigate the complaint or question. If we decide to do this, we will credit your Account within ten (10) Business Days after we hear from you, for the amount you think is in error in order that you may have use of the money during the time it takes to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within ten (10) Business Days, we may not give your Account temporary credit.

If we decide there was no error, we will mail or transmit to you a written explanation within three (3) Business Days after we have completed the investigation, and within ten (10) Business Days of the date of such explanation, we will debit from your account the amount previously re-credited to you for use during the time we took to complete our investigation. You may ask for copies of documents used during our investigation.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES: We will only disclose information to third parties about your Accounts:

1. When it is necessary for completing payments or transfers.
2. In order to comply with a government agency or court order, or
3. If you give us your permission.

FEE SCHEDULE: You agree to pay us the fees to be published by us from time to time.

ADDITIONAL TERMS AND CONDITIONS:

1. In addition to the foregoing, you agree to be bound by and comply with applicable state and federal laws and regulations. We agree to be bound by them too.
2. We reserve the right to terminate your use of Online Banking in whole or in part, at any time without prior notice.
3. 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 Online Banking. Your use of Online Banking following receipt of such notice constitutes acceptance of such alterations or amendments.
4. In the event of a dispute regarding Online Banking, you and we agree to resolve this dispute by looking to these Terms and Conditions. These Terms and Conditions shall supersede any and all other representations made by you or our employees.
5. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Michigan.
6. Business Days are Monday through Saturday excluding normal banking holidays.