

INTERNET TELLER ("IT") Disclosure

1. **Coverage** – This Agreement applies to your use of our Online Internet Account Service ("IT"), which permits you to access your accounts with us via the Internet for services selected by you and agreed upon by us. This Agreement applies to all persons that are parties to the accounts. In this Agreement, the terms "you" and "your" refer to each depositor on an account accessible by IT, and the terms "us," "we," and "our" refer to the Credit Union.

New services may be introduced from time to time. We will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

The terms of this Agreement are in addition to the terms of any account agreements you have with us, including the Account Card, Membership and Account Agreement, Rate and Fee Schedule, Funds Availability Disclosure, Electronic Funds Transfer Agreement and Disclosure and any change of term notices. In the event of a conflict between this Agreement and any other account rules and agreements that apply to your accounts, this Agreement shall govern and prevail.

2. **Equipment Requirements** – You will need a personal computer with access to the Internet (World Wide Web) and a web browser with 128 bit encryption [Microsoft Internet Explorer 8.0 (or greater), Mozilla Firefox versions 18 and 19, or Safari 5.0 (or greater)]. Your browser must be configured to accept cookies. For the best view, set the screen resolution to 800 x 600 pixels. You are responsible for the installation, maintenance and operation of your home computer, modem and software. We will not be responsible for any errors or failures involving any telephone service, Internet service, software installation or malfunctions of your home computer and related equipment.
3. **Internet Security** – IT uses Secure Sockets Layer (SSL). SSL is the standard Internet protocol for encrypted communications. You can tell you have a secure connection to a Web site by looking at the beginning of the URL. If the domain name is preceded by **https:** instead of **http:** you know you have a secure connection.
4. **Enrollment/Application Forms** – To establish IT you will complete certain enrollment forms or other documents evidencing your desire to access your accounts using IT. Your signature on the Application Form or your submission of the online application constitutes your agreement to the terms of this Agreement.
5. **Access Codes** – You will gain access to your On-line Accounts through the use of an Online Access ID and Password which will be provided by the Credit Union. You will be required to change your Password when you first use IT. Your Password has the same effect as your signature authorizing transactions. You agree to safely keep your Password, not to record your Password, or otherwise disclose or make your Password available to anyone other than authorized users of your accounts. Anyone to whom you disclose your Password, and anyone who has access to your Password, will have full access to the services you can perform on IT, including full access to your accounts. You have no ability to limit any such person's authority. If anyone uses your Password with your permission, you will be responsible for any transactions performed by that person.
6. **Liability for Unauthorized Access** – Tell us at once if you believe your Password has been lost, stolen, or otherwise become available to an unauthorized person. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your Password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Password, and we can prove that we could have stopped someone from using your Password without your permission, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days of the date we mail a periodic statement to you, you may not get any money you lost after the 60 days if we show that we could have stopped someone from taking the money if you would have told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

7. **Contact in Event of Unauthorized Transfer** – If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at (419) 251-4706 or (800) 565-8787, or write to Mercy Health Partners FCU, 2213 Cherry Street, Toledo OH 43608.
8. **Business Days** – IT is available 24 hours a day, seven days a week. For purposes of transactions, our business days are Monday through Saturday, excluding holidays, as determined by the Credit Union. We can process a fund transfer on the same business day as your instructions if we receive your instructions before our IT cut-off hour of 9:30 p.m. EST on Monday through Friday or 3:30 p.m. EST on Saturday. If we receive your instruction after the end of our business day, we process the transaction on our next business day. If you schedule a fund transfer for a future date, we process the transaction on that date, if that day is a business day. If the date you request for a future transfer is not a business day, we process the transaction on our next business day. If you schedule a recurring funds transfer and the date does not exist in a month, the transfer will be processed on the last business day of that month.
9. **Types of Transactions** – Our Internet address is <http://www.mhpfcu.org>. With IT, you can perform the following transactions:
 - a. Obtain balances and other account information on your share, checking and other savings accounts and obtain balances and other information on your personal line-of-credit accounts, first and second mortgage loans, home equity line-of-credit accounts, and other consumer loan accounts ("Loan Accounts") that you have with us. A separate link is provided to view balances and other account information on your Visa® credit card account (www.myccinfo.com) and your student loan account (www.ghec.org).
 - b. Make transfers between your share, club, and checking accounts ("Share Accounts") and to make transfers from your Share Accounts to pay your Loan Accounts.
 - c. Make transfers from your Share Accounts into your Holiday, Tax, Vacation, and Escrow Accounts ("Club Accounts").
 - d. Review transaction activity on your Share Accounts, Club Accounts, and Loan Accounts.
 - e. Export selected transactions from your Share Accounts, Club Accounts and Loan Accounts to personal financial management software such as Quicken® and Microsoft Money®.
 - f. Make transfers from your Share Accounts into third-party Credit Union Share Accounts and Club Accounts that you have linked to your Share Account (when available).
10. **Overdrafts** – We will not be required to complete a withdrawal or transfer from your accounts if you do not have enough money in the designated account to cover the transaction. However, we may complete the transaction. You agree not to use IT to initiate a transaction that would cause the balance in your designated account to go below zero. If you have a line-of-credit, you agree not to use IT to initiate a transaction that would cause the outstanding balance of your line-of-credit to go above your credit limit. We will not be required to complete such a transaction, but if we do so, you agree to pay us the excess amount or improperly withdrawn amount or transferred amount immediately upon our request. We also will refuse to complete your IT transactions if we have canceled your IT access, or if we can not complete the transaction for security reasons.
11. **Limitations on Transfers** – Federal regulations limit pre-authorized transfers from your regular share account and money market account. During any statement period of one month, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer. This includes transfers by phone, fax, wire and cable, overdraft transfers to checking, and Internet instruction. (Payments to your loan accounts with us are not counted toward this limit for savings and money market deposit accounts.) No more than three of the six transfers may be made by check, draft, or debit card, or similar order to a third party. If you exceed the transfer limitations set forth above, your regular share account and money market account will be subject to closure by the Credit Union or we may revoke your access to IT.
12. **Fees and Charges** – Mercy Health Partners FCU offers the benefits and convenience of IT at no cost to you. All other fees are identified in our current Rate and Fee Schedule. From time to time, the fees may be changed. We will notify you of any changes as required by law.
13. **Periodic Statements** – Transfers and withdrawals made through IT, ATMs, Call 24, Debit Card transactions, or preauthorized EFTs will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least annually.

14. Credit Union's Liability – We agree to make reasonable efforts to ensure full performance of IT. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you and the instructions you transmit, we will be liable for your actual losses or damages. However, we will not be liable if:
- Through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit, if applicable.
 - The funds in your account are subject to an administrative hold, legal process or other claim.
 - A transfer system was not working properly and you knew about the breakdown when you started the transfer.
 - You used the wrong access code or you have not properly followed any applicable computer or Internet access instructions.
 - You have not properly followed the instructions for using IT.
 - Your computer fails or malfunctions or IT was not properly working and such problem should have been apparent when you attempted such transaction.
 - An act of God or circumstances beyond our control (such as fire or flood) prevent the transfer or use of IT despite reasonable precautions that we have taken.
 - You have not given us complete, correct and current instructions so the Credit Union can process a transfer.
 - Incomplete or inaccurate information is forwarded to us by you or through an automated clearinghouse.
 - For errors or failures from any malfunctions of your browser, Internet service provider, computer, computer virus or other problems relating to the computer equipment you use with IT, including, without limitation, your inability to access IT or any part of IT.
 - For a failure to provide access, or for interruptions in access, to IT due to IT system failure.
 - There are other exceptions as established by us from time to time.

15. Disclosure of Information to Third Parties – It is our general policy to treat your account information as confidential. However, you understand that support and services relating to IT are provided by third parties other than us, and you authorize us to contract with third parties to provide such support and service. We will disclose information to third parties about your account or the transfers you make only in the following situations:
- Where it is necessary for completing or tracing transactions.
 - To verify the existence and condition of your account for a third party, such as a credit bureau or merchant or other financial institution.
 - To comply with government or court orders, or other reporting requirements.
 - To others with your consent.
 - Whenever required by law.

16. Termination/Inactivity – We may modify, suspend or terminate your privilege of using IT and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate IT, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination. If you terminate, you authorize us to continue making transfers and you have previously authorized until such time as we have had a reasonable opportunity to act upon your notice of termination. If we terminate this service, we reserve the right to make no further transfers you have authorized.

Whether you terminate the Agreement or we do, the termination will not affect your obligations under this Agreement, even if we allow any transaction to be completed with your Password after this Agreement has been terminated.

If you are not paying a monthly service charge for IT, we may convert your account to inactive status if you do not sign on to or have any transaction scheduled during any consecutive ninety (90) day period. If your account is considered inactive, you must contact us to have IT reactivated.

17. Change in Terms and Notices – We reserve the right to change the terms and conditions upon which this service is offered. We may add, delete or amend terms, conditions and other provisions, fees, charges, or other terms described in this Agreement. We will send you a notice to the postal address provided by you and/or send notice to your E-mail address, as requested by you, at least twenty-one (21) days before the effective date of any change, as required by law. We do not have to notify you in advance, however, if the change is necessary for security reasons. Use of IT is subject to existing terms and regulations governing your accounts and any future changes to those terms or regulations.
18. Billing Errors – In Case of Errors or Questions About Your IT transactions:

Telephone us at (419) 251-4706 or (800) 565-8787 or write us at Mercy Health Partners Federal Credit Union, 2213 Cherry Street, Toledo OH 43608 as soon as you can.

We must hear from you no later than sixty (60) days after we sent you the first statement on which the problem or error appeared.

- a. Tell us your name and account number.
- b. 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.
- c. 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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (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.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the applicable time periods for action shall be twenty (20) business days in place of ten (10) business days. If a notice of error involves an electronic fund transfer that was initiated in a foreign country or occurred within thirty (30) days after the first deposit to the account was made, the applicable time period for investigation shall be ninety (90) calendar days in place of forty five (45) calendar days.

19. Governing Law – This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Ohio, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.
20. Enforcement – You agree to be liable to us for any liability, loss, or expense as provided in this Agreement that we incur as a result of any dispute involving your accounts or services. You authorize us to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the Credit Union is located, if allowed by applicable law.

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