

## **MILLS42 FCU**

### **Online Agreement and Disclosures**

#### **Introduction**

The use of Mills42 FCU Online Services constitutes acceptance of this agreement and disclosures.

Mills42 FCU Online Services are designed to assist members in communicating with us and providing various means to send and receive data services as it relates to your accounts.

We offer various methods for members to access Online Services including downloadable mobile apps for popular mobile devices, desktop banking, and an online banking website designed for mobile devices. Available services include access to account information, various account fund transfers, mobile remote deposit services, and other related services. Any added Online Services and future features will be governed by this Agreement and Disclosure and by any terms and conditions provided to you at the time the new service or feature is added, 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 Online Services we offer without notice, except as may be required by Law.

Each of your accounts at Mills42 FCU is also governed by the applicable account disclosure/agreement and Truth In Savings disclosure you received when you opened your account.

#### **Definitions**

As used in this Agreement and Disclosure, the following words will have the definitions given below:

'Account(s)' means your eligible Mills42 FCU checking, savings, loan, share certificates and other Mills42 FCU products and services that can be accessed through the Online Service.

'Device' means any computer such as a PC, MAC, iPad, Tablet, or any cellular telephone, smartphone, or similar wireless communication device onto which you have downloaded software provided by us, or which allows SMS text communications, for the purpose of conducting business with us. Your wireless carrier may assess you fees for data or text messaging services. Please consult your plan or provider for details.

'Online Services' means any banking and/or communication services initiated between you and us using a Device. 'You' and 'Your(s)' mean each person with authorized access to your Account(s) who applies and uses the Mobile Banking Service. 'We', 'Us', and 'Credit Union' means Mills42 FCU.

#### **Online Services**

In order to utilize our Online Services, you must be enrolled in Home banking through our website at <https://www.mills42fcu.com/>.

Using Mills42 FCU Online Services allows you to access your personal account information, use bill pay, transfer funds between your accounts, deposit items remotely, view account statements

and conduct other banking transactions and inquires. All services may not be available on all devices because of device or other technical service limitations.

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 our Online Services. We may also reserve the right to modify the scope of our Online Services at any time.

Our Online Services may not be accessible over some wireless, or wired network carriers or providers. In addition, services may not be supportable for all Devices. Mills42 FCU cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, or any network, such as-but not limited to, data outages, connectivity outages, or 'out of range' issues.

You agree to accept responsibility for learning how to use Online Services in accordance with the instructions and agree that you will contact us directly if you have any problems with any service.

We may modify any Online Service from time to time at our sole discretion. In the event of any modifications, you will be notified prior to implementation of modifications. You are responsible for making sure you understand how to use each service 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 agree that, when you use any Online Service, 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 include fees, limitations and restrictions which might impact your use of our services (such as data usage or text messaging charges imposed on you by your mobile service provider), 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 credit union product accessed through this service is also subject to the Account Agreements and Disclosures provided at time of account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of our Online Services.

### **Limitations on Account Transfers**

You may use our Online Services products to transfer funds between your eligible Mills42 FCU accounts. You may not transfer to or from an account at another financial institution using our service.

Federal regulation (Reg. D) requires financial institutions to limit the way withdrawals may be made from a savings account. Each transfer from a savings account using Online Services is counted as one of the six limited transactions permitted during each monthly statement cycle period, as described in the Disclosure of Account Terms.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose limits without notice, at our discretion.

### **Mobile Deposit Capture**

Deposits to your Mills42 FCU account may be made remotely using your smart phone device by submitting an image of the front and back of a check.

A suitability review will be done for all new and existing members and this review will involve consideration of the member's length of membership, transaction activities, overdraft history, frequency and amount of direct deposit and overall relationship with the credit union.

Eligible Items for Deposit through Mobile Deposit Capture are 'checks' as defined in Federal Reserve Regulation CC. You agree that the image of the check transmitted to us shall be deemed an 'item' within the meaning of Article 4 of the Uniform Commercial Code.

Unacceptable Items for Deposit include:

- \* Checks drawn on a foreign bank
- \* Money orders
- \* Travelers checks
- \* Checks payable to an individual not on the account
- \* An item drawn on your account at Mills42 FCU
- \* An item that contains evidence of alteration
- \* A check previously converted to a 'substitute check', as defined in Regulation CC
- \* A stale dated, expired, or postdated item
- \* Any item that has been re-deposited or returned such as 'non-sufficient funds' or 'Refer to maker' or any other reason
- \* Cash
- \* Savings Bonds

Deposits made through Mobile Banking using the Mobile Deposit Capture method will follow the same availability requirements as any other deposit we receive from you. Regular hold times are as follows:

- \* All checks deposited on one business day will be combined for an aggregate amount
- \* The first \$200 will be made available the 1st business day after the day of deposit
- \* The remaining amount will be made available the 2nd business day after the day of Deposit
- \* All credit is provisional until credit has been received by the paying financial Institution

We reserve the right to extend any hold placed in an emergency situation where there is a failure of communications or computer equipment and if we have any reason to believe an item will not be paid.

You agree that any items submitted for deposit using our Remote Deposit Capture service include the following Endorsement, Retention and Disposal requirements:

- \* You agree to properly endorse the check on the back as it appears on the Payable to line and the words **FOR MOBILE DEPOSIT ONLY MILLS42 FCU** are required
- \* You agree to securely store each original check that you deposit using these services for a period of at least sixty (60) days. After sixty (60) days and no later than ninety (90) days after you transmit the original check, you safely destroy the original check

- \* You agree to never re-present a check for deposit
- \* You understand and agree that you are responsible for any loss caused by your failure to secure the original checks
- \* You promptly provide any retained check to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. If you are unable to provide us with the check requested, you will be liable for any unresolved claims by third parties.

### **Fees Charged for Online Services**

Currently, Mills42 FCU does not charge fees for subscribing to or using our Online Services. However, we may assess fees (a) as described in the applicable product or Account Disclosure Statement or current fee schedule.

We reserve the right to institute or change fees for Online Services by sending you prior notice.

### **Responsibilities**

You represent that you are the legal owner of the Accounts and other financial information which may be accessed using Mobile Banking. You represent and agree that all information you provide to us in connection with any Online Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using our services. You agree not to misrepresent your identity or your account information. You represent that you are an authorized user of the Device you will use to access Online Services. You understand that you are solely responsible to verify that any items deposited using the Mobile Deposit Capture have been received by us.

### **Unavailability of Services**

You understand and agree that the services may at times be temporarily unavailable due to system maintenance or technical difficulties. In the event any of the services included in our Online Services are unavailable, you acknowledge that you can get your account information, deposit an original check, or conduct other business at our branches or by mail.

### **Security**

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Online Services. You agree not to leave your Device unattended while logged into Home banking, Mobile Apps, or any other service and to log off immediately at the completion of each access by you. You agree not to provide any of your access information to any unauthorized person. If you permit other persons to use your Device, login information or any other means to access Online Services, you will be held responsible for any transactions they authorize and we will not be liable for any damages resulting to you.

We make no representations that any Online Service will be available for use in locations outside of the United States.

### **Conduct**

You agree not to use Online Services or the content, or information delivered through any of our services, in any way that would be considered illegal.

### **Lost or Stolen Device or Password; Unauthorized Transfers**

If you believe your user name (Login ID), password, or any access device has been lost or stolen, or that someone has transferred or may transfer funds from your account without your authorization, contact us AT ONCE at **978-328-5100**. For a description of your and the Credit Union's responsibilities and liability with respect to unauthorized transactions review the appropriate sections of your account's Deposit Agreement.

### **In Case of Errors or Questions about Your Account**

Please refer to the Deposit Agreement given at account opening for a description of the error resolution process as well as how transfer and deposits are processed on your account. If you need a copy of the agreement or have additional questions regarding Online Services, please contact our e-Services Department by using one of the following methods:

- \* Telephone at **978-328-5100**
- \* Email **mbs@mills42fcu.com**
- \* Send a secure message directly from your **Mills42 home banking account**
- \* Mail **Mills42 FCU, Member Services Department, 83 Merrimack Street, Lowell, MA 01852**

### **Privacy**

Our Home Banking database is a private system operated for the exclusive use of our members. We use SSL encryption and digital server authentication to insure the privacy of your information when sending data between our Home Banking server and your PC.

All Home Banking logins are logged by the server. For authenticated members who use Home Banking , we collect and store certain information such as how often you visit the Home Banking section, dates and times of visits and which pages are being used. We use this information for internal review and product evaluation only. We never sell, transfer or trade this information unless we are compelled to do so by law.

We may gather and store additional information available to us on failed login attempts and other activity we consider a threat to our system. In these cases, we will share this information with other companies, agencies and law enforcement officials as we determine necessary or as we are required by law.

### **Protecting Children's Online Privacy**

We do not knowingly collect, nor are our Online Services designed or directed, to use personal information from children under the age of 13 without containing verifiable consent from their parents. Should a child whom we know to be under the age of 13 send personal information to us, we will only use that information to respond directly to that child, seek parental consent or provide parental notice.

### **Operating Systems and Security**

Our Online Services are designed to operate using World Wide Web technologies and protocols which are adaptable to a wide range of systems, as well as operating systems and technologies

specific to Devices for which we provide downloadable apps. Online Services use SSL encryption and other methods designed to insure private data transmissions.

We use cookies to help us administer the Home banking section. Some browsers allow you to reject cookies from servers. If you don't allow us to set a cookie upon entering the site, you will not be able to log in. The cookie we set contains information we need for security. We place the cookie with instructions that it can only be sent to a server in our Home Banking domain (homecu.net). A cookie cannot be used to extract data from your Device. We do not store your Access Code, User Id or Password in your cookie. However, we do allow the storage of your Login ID on most downloadable apps

### **Indemnification**

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Mills42 FCU its officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs caused or arising from (1) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with our Online Services; (2) your violation of any law or rights of a third party; or (3) your use, or use by a third party of any Online Services.