



St. Mary's Credit Union

# ONLINE AND MOBILE BANKING AGREEMENT AND DISCLOSURE

# **ONLINE AND MOBILE BANKING AGREEMENT AND DISCLOSURE**

This Agreement governs your use of St. Mary's Credit Union Online Banking Service (the Services) which allows you to access the following online services: online banking, mobile banking, mobile deposit, eStatements, Bill Payment, eBills (bill presentment), and internal and external transfers. The term Online Banking refers to online banking using the St. Mary's Credit Union website which is accessed by an electronic device and an internet connection. Mobile Banking refers to mobile banking which is accessed through the St. Mary's Credit Union mobile app that has been downloaded to a mobile device. Mobile Check Deposit (Mobile Deposit) refers to a service which is only allowed through Mobile Banking and allows a check to be deposited by an image captured using the camera within a mobile device.

To utilize any of these Services, you must have a St. Mary's Credit Union account which is open and in good standing. Use of these services is conditioned upon your acceptance and agreement to these and any and all applicable terms and conditions. By using the services, you acknowledge that you have read and agree to abide by these terms and conditions. Use of these services may be limited or not available for all accounts. St. Mary's Credit Union reserves the right to determine which accounts will be allowed to utilize any of the services. St. Mary's Credit Union reserves the right to terminate or limit use of the services at any time.

This Agreement is in addition to and does not replace the Terms & Conditions of your account agreement and disclosure, any other disclosures, agreements, and terms and conditions such as loans that govern your accounts at St. Mary's Credit Union. This agreement is subject to applicable federal laws as well as the laws of the Commonwealth of Massachusetts. If any provision of this agreement is found to be unenforceable, all remaining provisions shall continue in full force and effect. Any waiver (express or implied) by either party of any default or breach of this agreement must be in writing and will not constitute a waiver of any other or subsequent default or breach. This agreement is for your benefit only and no other entities shall have rights hereunder. This agreement may not be assigned and is binding upon your heirs and the Credit Union's successors and assigns.

Any headings used in this agreement are for convenience only and shall not govern the interpretation of any of the provisions. In the event of a dispute, you agree that it will be resolved by looking to the terms & conditions contained herein.

## **DEFINITIONS**

As used in this Agreement, the words "you" and "your" refer to the person(s) or entity(s) subscribing to or authorized to use the Service. The words "we," "us," and "our" refer to St. Mary's Credit Union. The term "business day" means Monday through Friday, and excludes Saturday, Sunday, and Federal holidays. The word "account" refers to all of your deposit and credit accounts to which you requested and obtained online access at St. Mary's Credit Union.

## **MEMBER DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS**

By "Accepting" and continuing to use the Online Banking Services, you agree to be bound by this agreement. Further, you 1) acknowledge your receipt of the information listed below, 2) that any contract or agreement that you enter into with St. Mary's Credit Union for any of the services may be in an electronic form, and 3) agree that information that may be delivered in connection with the Services may also be in electronic form. St. Mary's Credit Union expressly reserves all rights not already granted to you in this agreement.

## **ACCESSIBLE ACCOUNTS**

The Service may be used to access the following types of accounts:

- Checking accounts
- Money Market accounts
- Savings accounts
- Passbook Savings accounts (inquiry only)
- Certificates of Deposit (inquiry only)
- Overdraft loans (payment only)

- Consumer loans
- Mortgage and Home Equity loans
- Business loans (payment only)

## PERMISSIBLE TRANSACTIONS

In most cases, you may use the Service to access deposit accounts in which you have an unrestricted right to withdraw funds, and credit accounts from which you have an unrestricted right to borrow money. When you use the service to transfer funds from your credit account, you agree that the Credit Union may take any action required to obtain cash advances on your behalf without obtaining your signature. St. Mary's Credit Union reserves the right to, in its sole discretion; deny any St. Mary's Credit Union account transactions.

You may use the Service to complete the following:

- Change your login credentials
- Change your contact information (address, email address, and phone number(s))
- Notify St. Mary's Credit Union of travel plans
- Review transaction and balance histories
- Export/import data
- View check images
- Transfer money between accounts
- Make regular and/or principal payments to your St. Mary's Credit Union line or loan
- Request stop payments on checks
- Pay bills to merchants, institutions, or individuals having U.S. addresses
- Send and receive money with Zelle®
- Opt out of Mastercard Billing Updater service
- Contact us via secure message
- Reorder checks
- Enroll for and receive eStatements, eBills, and Tax Documents
- Send money via email or mobile phone
- Open a new deposit account
- Initiate account alerts

St. Mary's Credit Union may, from time to time, introduce new features to the Service. We may, but are not required to, notify you of the existence and availability of such new features. By using these features when they become available, you agree to be bound by the terms of the Agreement governing such features.

## ELECTRONIC STATEMENTS

e-Statements. E-Statements are available through Online Banking. You have the option to agree to receive statements (e-statements), tax documents, disclosures, and loan statements, and other notices and communications for specific accounts electronically. If you choose to have your documents delivered electronically then you will no longer be provided with a paper copy of the statement or loan bill or tax documents. To request electronic statements/bills you must: 1) enroll the account by clicking on the statement link in Online Banking, 2) select "Electronic" as a Statement Delivery Option and 3) you must read and agree to the Agreement and Consent for eDocument Service in addition to your previous agreement of this Online Banking Agreement. Once you have successfully enrolled, you will be able to view at least 24 months of your enrolled account statement(s) online. With new deposit accounts, you will be able to view an online statement after the first account statement has been produced.

Combined Statements. If you have a combined or consolidated account statement that is enrolled for electronic statements and the primary account closes any time after the enrollment, you will need to either: A) establish a new combined statement for your remaining accounts and request the e-Statements for the new primary account, or B) request e-Statements for the remaining individual accounts.

Joint Accounts. If one of the account owners requests an electronic statement for a joint account(s), the other account owner(s) must also enroll for electronic statements for the account statement to be viewed online.

Canceling e-Statements. To cancel an electronic statement or bill, you can update your statement delivery preference in Online Banking by selecting “Paper” then “Accept & Update Preferences”. You may also contact our Member Solutions Center at 1-866-585-7628 or visit one of our branches and request to be removed from e-Document delivery service. This will mean that you will receive a paper statement or bill or tax document going forward.

At the same time that you sign up for Online Banking, you agree to receive all disclosures, notices, and other communications about Online Banking Services which may include mobile services, member to member transfers, bank to bank transfers and external transfers services electronically. Also, you can elect to receive statements, loan statements, disclosures, and other notices for other specific accounts electronically. Statements, loan statements, disclosures, terms & conditions, agreements, notices, and other communications that you have agreed to receive electronically (collectively called Disclosures) may be sent by email or other electronic means or may be made available within St. Mary’s Credit Union Online Banking or on our website.

Even if you have consented to receive your Disclosures electronically, you can request a paper copy by:

Calling our Member Solutions Center at 1-866-585-7628 or

Writing to:

Member Solutions Center  
St. Mary’s Credit Union  
PO Box 729  
Marlborough, MA 01752

## **AUTHORIZED MEMBER**

You must be the owner of the Social Security number or an authorized person (under legal documentation, federal process, or Court order) to be eligible for and to register for any of the Services stated herein. If you are not the owner of the Social Security number on the account(s) or an authorized person as previously defined, you are NOT authorized to utilize, or inquire about the services.

## **YOUR RESPONSIBILITY WHEN GRANTING SHARED ACCESS (FOR BUSINESS MEMBERS ONLY)**

As the owner(s) of the Tax ID number registered in Online Banking, you may have the ability to allow another person(s), who will be considered a sub user(s), access to your online banking site. The service to set up sub user access will be allowed on a case-by-case basis. You assume any and all liability for any sub user(s) that you establish. You will have the ability to create limitations to the access which may include, but is not limited to, designating access to only certain accounts, view only ability, and limiting ability to transfer from designated accounts. You have the only control and authority over access, and you are responsible for disabling and managing any and all of the sub users. When you establish and allow this access by sub users, you authorize St. Mary’s Credit Union to act on transactions initiated under the credentials of an authenticated sub user, just as if it was initiated by you. You assume liability for any and all access that you allow, and you agree to hold St. Mary’s Credit Union harmless in any and all claims that you may have regarding sub user(s) access. St. Mary’s Credit Union reserves the right to terminate sub user access at any time.

## **MEMBER RESPONSIBILITY REGARDING LOGIN ID AND PASSWORD SECURITY**

Your login ID and password are extremely confidential and should not be disclosed to others or recorded in or around your computer. You understand and agree that you are responsible for the security of your login ID and password and that you will not disclose this information to any third party. You understand that if you provide this information to a third party that you have granted that party the right to view and access this confidential information including but not limited to information concerning your account(s). You will be responsible for any transactions that may be completed by the third party. St. Mary’s Credit Union reserves the right to cancel your access to the services discussed within this agreement if we feel that the integrity of your login ID or Password has been compromised.

Your User ID must be between 8 and 26 characters. Your password is case sensitive, should contain between 16 and 32 characters with a required minimum of 16 characters and contain at least three of the following four characteristics: one upper case letter, one lower case letter, one number, and one special character. Your password cannot contain your username, the word “password”, or contain any sequence of 3 identical characters. It is recommended that you make your password as random as possible. Your password should not be easily associated with any personal information such as your date of birth or address. Your password should

be memorized and never written down. You agree that your User ID and password are your sole responsibility, and you agree not to share them with anyone. You will be allowed three login attempts before you get locked out of St. Mary's Credit Union Online Banking Services. St. Mary's Credit Union may close online account access if there has not been online access of the account for at least 12 months.

*Business Members Only.* If you are a business member and you have reason to believe that your password or any other security code has been lost or stolen, or that an unauthorized person has used or attempted to use the Service without your permission, you must notify us within 24 hours. As a business member, you are fully responsible for any online transactions (including, without limitation, any advances under the overdraft protection feature of your account, if any). You agree to reimburse us immediately for any loss, claim or damage which we sustain as a result of either authorized or unauthorized use of the Service. We shall have no liability for any loss, claim or damage which you sustain as a result of the use of the Service. This is true even if the use of the Service is unauthorized and even if you notified us of the unauthorized use within 24 hours. Once we have been notified of a loss, theft or unauthorized use of a password and we have had a reasonable opportunity to act on that notice, however, you will not be responsible for further transactions initiated with that password unless we can prove that you could have avoided the unauthorized access. You agree that the security procedures we have established for the use of the Service are commercially reasonable. It is the responsibility of your business to protect the confidentiality of your password as well as to require any and all passwords be kept confidential and be used only by authorized persons.

You agree that St. Mary's Credit Union is authorized to act on any and all instructions received under your password. We are not responsible for unauthorized use of your password.

## **ADDITIONAL SECURITY AUTHENTICATION (RISK-BASED AUTHENTICATION)**

For your protection, St. Mary's Credit Union has an additional security authentication that can occur if your activity changes or when performing certain transactions. If this occurs you will be provided with an option to receive a verification code by phone or a text message (SMS). You are required to answer correctly. If you make too many unsuccessful attempts, then access to your account(s) will be blocked and you will need to contact one of our Member Solutions Representatives at 1-866-585-7628.

## **ACCOUNT AND SYSTEM REQUIREMENTS**

To receive, review, download and print electronic communications and to view, download and print your electronic statements, account disclosures or other notices you must maintain an active St. Mary's Credit Union deposit or loan account, and you must have a Login ID (User ID), a Password, hard drive or printer, internet access and a valid email address. To download or print your electronic communications you will need Adobe Acrobat Reader.

If you do not have the required software and/or hardware, you will not be able to use Online Banking.

When accessing our Online Banking Services, we recommend and support the latest two versions of one of these browsers: Firefox, Chrome, and Safari.

## **ONLINE BANKING SERVICES**

### **ACCOUNT BALANCE INFORMATION**

You can utilize your St. Mary's Credit Union Online Banking Services to view your account(s) balances. However, the account balance may include deposit amounts which have not been verified by us. The account balance may not include any holds, deposits or loans in process, outstanding checks or payments, or other withdrawals, charges, payments, debits, or credits.

### **BILL PAY SERVICES**

Please see the Bill Pay Terms of Service document within the Bill Pay page which you must agree to.

*Disconnected Service-* If you get disconnected from the Bill Payment service before you log out, we recommend that you log back into the service to verify that the payments that you scheduled appear on the scheduled payments screen. If a scheduled payment does not appear on the scheduled payments screen, please contact our Member Solutions Center at 1-866-585-7628.

Please do NOT reissue any payment requests that you made during the interrupted session unless you are advised by our Member Solutions Center to do so. Otherwise, duplicate payment could occur. You authorize us to pay any duplicate payments that you request. St. Mary's Credit Union will not be responsible for any payee's refusal to return any duplicate payments requested by you.

*Rejection of Payment Requests-* St. Mary's Credit Union reserves the right to reject any payment requests including but not limited to those requests that appear to be fraudulent or erroneous, where there is a dispute regarding ownership of the account or uncertainty regarding the person's authority to conduct the transaction.

To view Bill payment fees, please see our Schedule of Fees.

## **TRANSFERS**

### **INTERNAL FUNDS TRANSFER**

This service allows you to transfer funds between your St. Mary's Credit Union accounts which you have online banking access to. St. Mary's Credit Union may limit the maximum amount of funds that you can transfer. You will be allowed to initiate a transfer from any of your deposit accounts, except for Passbook Savings, Vacation Club, Holiday Club, IRAs, and CD's. You are allowed to transfer from your deposit account(s) to make a payment to your St. Mary's Credit Union loan. When you request a funds transfer under this service, you authorize us to follow your transfer instructions. We may refuse to act upon a transfer instruction if there are insufficient funds in your account on the transaction date. Please see the Overdraft Information section. Funds transferred to a designated recipient account will be considered deposited on the transaction date and will be available thereafter according to our Funds Availability Policy.

### **MEMBER TO MEMBER TRANSFERS**

A member to member transfer is an unlinked account transfer where you are able to transfer funds to another member's account at St. Mary's Credit Union (from a member to another member of the credit union). You need to enter the name and the account number of the receiving member plus the dollar amount that you want to transfer. Transfers can be set up as an immediate transfer, future dated transfer or as a recurring transfer. St. Mary's Credit Union reserves the right to set limits on a case-by-case basis. We may refuse to act upon a transfer instruction if there are insufficient funds available in your account on the transaction date. Please see the Overdraft Information section.

If you need to cancel a transfer, the transfer must be cancelled before midnight the night before the scheduled initiation date of the transfer occurs.

### **BANK TO BANK TRANSFERS (FOR CONSUMER MEMBERS ONLY)**

A bank to bank transfer is an external transfer where you transfer money from an account you have at St. Mary's Credit Union to an account that you have at another financial institution. External transfers can be scheduled for a current business day transfer, future dated transfer, or a recurring transfer. Transfers that are set up prior to 3 pm on a business day that the credit union is open will go out on that same day; transfers set up at 3 pm or later or on a non-business day for the credit union will go out the next business day that we are open. For purposes of external account transfers, a business day is Monday through Friday, excluding holidays and days that the credit union is closed. You are not allowed to make external transfers from Passbook Savings, Vacation Club, Holiday Club, CD's or IRAs. St. Mary's Credit Union reserves the right to deny any transfer and to set limits on a case-by-case basis.

When you request an external funds transfer, you authorize us to follow your instructions as you provide. We may refuse to act on your funds transfer instructions if there are insufficient funds available in your account on the transaction date. Please see the Overdraft Information section. Funds transferred to the designated recipient account are considered deposited on the transaction date and will be available in accordance with our Funds Availability Policy.

## OVERDRAFT INFORMATION

If an internal transfer, member to member transfer or bank to bank transfer that you have requested would result in an overdraft of your account we may refuse to act upon the transfer instruction. If the transfer that would result in an overdraft of your account is completed then your account will be charged overdraft fees pursuant to the disclosures, schedule of fees and the Terms and Conditions of the account agreement.

## QUICKEN AND QUICKBOOKS

Use of Quicken® or QuickBooks™ is subject to this Online and Mobile Banking Agreement and Quicken® and QuickBooks™ terms and conditions. For questions or information regarding Quicken® or QuickBooks™, please refer to their Online Help.

## **MOBILE DEPOSIT AND MOBILE BANKING (MOBILE BANKING SERVICES)**

This agreement contains the terms and conditions for access and use of the Mobile Banking and Mobile Deposit Service (Mobile Banking Services) and is a part of and in addition to this entire agreement.

### ACCEPTANCE OF THESE TERMS

Mobile Banking is an optional feature that may be provided to members. Any accounts accessed through this service are also subject to the Account Agreements and Disclosures provided at the time of account opening. Your use of the Services constitutes your acceptance of the Service and this Online and Mobile Banking Agreement. This agreement is subject to change at any time. You will receive notification of any material change through the mobile app, email, text message or our website. Any additional Mobile Banking Services will also be governed by this Online and Mobile Banking Agreement as well as by any additional terms and conditions provided at the time the new service is offered. Your continued use of the services will indicate your acknowledgement and acceptance of the revised agreement and any changes to the Services. St. Mary's Credit Union reserves the right to modify, change, limit, add or delete portions of the Service. We may also refuse at any time to process any transaction through the Service. St. Mary's Credit Union will not be liable for any losses caused or suffered by your failure to properly use the Mobile Banking Services or your device.

With Mobile Banking Services standard text messaging rates from your wireless carrier may apply. Other charges such as taxes and additional fees from your wireless carrier may also apply. Please review your wireless plan.

### QUALIFICATIONS

You agree that your use of the Mobile Banking Services is a privilege that St. Mary's Credit Union may provide to members based on certain criteria that we establish and may modify from time to time. The Mobile Deposit Services may be suspended, withdrawn, withheld, or revoked at any time without prior notice, or cause.

### DEFINITIONS

For the purposes of this agreement, "mobile banking services" refers to Online Banking Services (described herein) performed through a device. A "device" means a cellular phone or other mobile device that is web enabled and allows secure SSL communications.

The words "you" or "user" refers to each person (member) or business that has established an account and been authorized to use the mobile deposit or mobile banking services.

"Account" refers to your checking account that you have designated as the account into which checks or items may be deposited.

"Mobile Deposit" refers to your deposit of Eligible Items to the account by endorsing the paper originals (must be endorsed "For SMCU Mobile Deposit Only" with your signature), taking a photo of the front and back of the check and sending the accurate and legible images to us with any deposit instructions via a qualifying mobile device rather than by providing us with the paper originals.

Other terms have the meanings provided in the applicable Uniform Commercial Code or the Federal Reserve Board's Regulation CC.



## **ELIGIBLE CHECKS/ITEMS**

You agree to photograph and deposit only checks as that term is defined in the Federal Reserve Board's Regulation CC. You agree that the image of the check that is transmitted to us will be deemed an "item" as that term is defined in Article 4 of the Uniform Commercial Code as adopted in Massachusetts. You also acknowledge and agree that deposits you make using the Mobile Deposit Service are not "Electronic Funds Transfers" as that term is defined by the Federal Reserve Board's Regulation E. You agree that you will not use the Services to photograph and deposit any prohibited checks or items, including but not limited to these prohibited items listed:

### **PROHIBITED CHECKS OR ITEMS**

1. Checks or items drawn on your accounts or otherwise issued by you, by any business owned by you or by any other person on any account on which you are a signer or an authorized signer or joint account holder;
2. Checks or items made payable to any person or entity other than you, or a party other than you, whether or not the item was endorsed over to you;
3. Checks or items stamped or watermarked "Void", "Non-Negotiable" or any other words of similar import;
4. Checks or items that contain evidence of alteration; or which you know or should suspect are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn;
5. Checks or items previously converted to a substitute check, as defined in Reg. CC or that have previously been submitted through our Mobile Banking Service or mobile deposit capture or remote deposit capture of any other financial institution;
6. Checks or items that have previously been returned unpaid by the financial institution on which they are drawn;
7. Checks or items that are stale dated (i.e., more than six months prior to date of deposit) or postdated;
8. Incomplete checks or items;
9. Checks or items where the numerical and written amount are different;
10. Checks or items drawn on a financial institution located outside of the United States (i.e. Canada or any other foreign countries);
11. Checks or items not payable in United States currency;
12. Checks or items of poor image quality (i.e. light ink or do not reproduce a clear image);
13. Checks or items that violate any rule, law or regulation, or are prohibited by St. Mary's Credit Union's policies or procedures, or otherwise are not acceptable under the terms of the St. Mary's Credit Union account.
14. Checks or items which contain any other endorsement on the back other than specified and required by St. Mary's Credit Union or that are missing an endorsement;
15. Savings bonds;
16. Money orders;
17. Counter checks.

### **REQUIREMENTS**

You agree that in order to utilize any of our Mobile Banking Services you are required to meet all the technical requirements for the proper delivery of these services which includes but is not limited to obtaining and maintaining secure access to the internet. You agree that you will not transmit duplicate items. You agree that you will not deposit or present the original item. St. Mary's Credit Union is not responsible for, and you agree to hold us harmless from any and all claims or damages related to or resulting from any computer virus or malware associated with the internet or email. St. Mary's Credit Union is not responsible for, and you hereby agree to release us and hold us harmless from any and all claims or damages resulting from or related to defects or malfunctions of your computer or mobile device hardware or software, failures of or interruptions in any electrical, telephone or internet services. Mobile Deposit is subject to individual check and total daily deposit account limitations. Please call our Member Solutions Center at 866-585-7628 or visit our website for additional information.

### **HARDWARE AND SOFTWARE**

The Mobile Banking Service is currently accessible through devices running on the two latest versions of iOS and Android operating systems. You understand and agree that in order to use the Services you are responsible at your own expense for obtaining, installing, maintaining, updating, and operating any software, hardware or other equipment, which is necessary to access and utilize the services. You further agree that you will perform all vendor recommended maintenance, upgrades, and replacements. Your responsibility includes, without limitation, you're utilizing up to date computer, mobile phone and/or access devices as well as reliable encryption, antivirus, anti-spyware and internet security software and you agree to scan your computer hardware and software on a regular basis.



## ENDORSEMENT

You agree that you will restrictively endorse any check transmitted through the Mobile Banking Service with “For SMCU Mobile Deposit Only” and with your signature in black or blue ink. You agree to comply with all procedures and instructions for the use of the Services that St. Mary’s Credit Union may establish. St. Mary’s Credit Union reserves the right to reject any checks or items submitted through the Service that do not follow any of the instructions required within this agreement.

## IMAGE QUALITY

Each check or item image must be derived from paper check and must provide all the information contained on the front and back of the original check. The image of a check or item must be legible, as determined by St. Mary’s Credit Union and must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, any other regulatory agency, clearing house or association. St. Mary’s Credit Union, in its sole discretion, can decline a deposit if we deem the images to be illegible.

## AVAILABILITY OF FUNDS FOR MOBILE DEPOSITS

You agree that funds that are deposited through the Mobile Banking Services are not subject to the Federal Reserve Board’s Regulation CC and as such same day availability of certain items will only be available at the discretion of St. Mary’s Credit Union. Generally, a mobile deposit made on a business day for items deposited before 4:30 pm is considered deposited that business day. A deposit made after 4:30 pm or on a day that we are closed, is considered deposited the next business day. A business day is any day of the week except Saturday, Sunday, and Federal holidays.

## DEPOSIT LIMITS

St. Mary’s Credit Union reserves the right to impose limits on the amount and the number of mobile deposits that you transmit using the Services. The Credit Union reserves the right at its discretion to modify these limits at any time.

## ERRORS

You agree to notify St. Mary’s Credit Union immediately of any suspected errors regarding any mobile deposited items as soon as possible, but no later than 60 days after the date that we first transmitted to you the periodic or account statement.

## LOSS OF DEVICE OR PASSWORD

Contact St. Mary’s Credit Union’s Member Solutions Center at 866-585-7628 **immediately** if you believe that your device, User ID, password, or security information has been lost, stolen, or compromised in any way.

## ACCURACY OF INFORMATION

You agree that all the information that you provide to St. Mary’s Credit Union in connection with your use of the Mobile Banking Services, is current and accurate. You agree that you will not misrepresent any of your information to St. Mary’s Credit Union. You agree that St. Mary’s Credit Union will not be liable for any costs or damages incurred due to any inaccuracy, incompleteness, or misinformation that you provided in connection with Online Banking or Mobile Banking Services.

## RECEIPT OF ITEMS

St. Mary’s Credit Union reserves the right to reject or refuse any item transmitted through the Mobile Banking Services, at our discretion. St. Mary’s Credit Union is not responsible for items that are not received or items or images that are dropped during transmission. An image of an item is deemed received, but NOT deposited, when you receive confirmation from the Credit Union. Your receipt of this confirmation does not mean that the transmission was error free or complete and further it does not mean the item was accepted for deposit.

## PRESENTMENT

Items are cleared, presented for payment, and collected under the discretion of St. Mary’s Credit Union and subject to the Terms and Conditions and disclosures governing your account.

## DISPOSAL OF TRANSMITTED ITEMS

Upon your receipt of a confirmation email from St. Mary’s Credit Union that we have received and accepted for deposit the image of an item, you agree to securely store the original check for 60 days after transmission to us and make the original check available to us at our request. Upon St. Mary’s Credit Union’s request, you will deliver the original check to us within two business days at your own expense. If the original check is not provided to St. Mary’s Credit Union in a timely manner, the amount of the check will be

reversed from the account in which the item was originally deposited. Once the 60-day retention period expires, you must destroy the original check by marking it void and then destroying with a cross cut shredder or another commercially acceptable means of destruction.

## **ADDITIONAL TERMS**

### **FEES AND CHARGES**

By using the Online and Mobile Banking Services, you agree to pay the associated account fees and charges as set forth in the most current "Schedule of Fees". Applicable fees, as disclosed in the most current "Schedule of Fees" will be charged to your payment account. If the payment account has insufficient funds to cover fees, the Credit Union may deduct the fees from any other account linked to the Service. If the fees are not paid, we may cancel or restrict any of the Online and/or Mobile Banking Services which includes Bill Payment Services.

### **AVAILABILITY AND LIMITATIONS OF SERVICE**

You may access your accounts through the online or mobile banking services seven days a week, 24 hours a day. However, at certain times you may experience technical or other difficulties. When possible, we will provide a notification on our website. We do not assume any responsibility or liability for any technical or other difficulties including any damages or loss that may occur. Online Banking and Mobile Banking services may be unavailable without notice at certain times due to:

*System Outages*- There may be periods of system unavailability due to but not limited to severe weather conditions, computer failures, internet failure or interruption, electrical failure, fire, flood, earthquake, or other natural disasters.

*Scheduled Maintenance*- There can be periods when our systems will be unavailable for required maintenance or upgrades. This maintenance usually takes place from 2 am through 5 am.

*Unscheduled Maintenance*- Due to unforeseen circumstances, there can be times that our systems are unavailable for necessary maintenance.

St. Mary's Credit Union is not responsible for providing an alternative mobile deposit method if the Mobile Deposit Services are unavailable for any reason.

### **HOURS OF OPERATION AND POSTING TRANSACTIONS**

Online Banking Services, Bill Payment, and Mobile Banking Services are available 24 hours a day except at times of Service Unavailability as stated herein. St. Mary's Credit Union will make all reasonable efforts to ensure that transactions and transfer requests (excluding Mobile deposit and Bank to Bank transfers) initiated before 7 pm will post to your account on that business day. Transactions or transfers completed after 7 pm will post on the next business day. Transactions or transfers completed on a non-business day will be posted to your account on the next business day. Please see the applicable sections of this agreement for posting information for Mobile deposit and Bank to Bank transfers.

### **TRANSACTION LIMITATIONS ON CERTAIN ACCOUNTS**

The number and dollar amount of transfers to and from your accounts using the Service are limited pursuant to the terms of applicable account disclosures. If a hold is placed upon any portion of deposits made to an account from which you wish to transfer funds, you may not transfer the portion held until the hold expires. For all Savings and Non-transactional accounts including Statement Savings and Money Market Checking Accounts you will be permitted to make no more than six (6) transfers or withdrawals to another account of yours or to a third party by means of a preauthorized, automatic or bill payment arrangement for transfer, by draft, check, debit card or similar order. For purposes of this limitation, transfers made using the Service, are counted against the permissible number of transfers. Unlimited withdrawals are permitted when using an ATM. Payments to your loan accounts do NOT count against the limited number. Your deposit account agreement and the Truth in Savings disclosure contain information regarding the limitations on these accounts.

### **PAPER CHECK STOP PAYMENT REQUESTS**

You may initiate stop payment requests online using the Services or by calling us at 1-866-585-7628. Such stop payments may only be initiated for paper checks you have written on your accounts (not bill pay payments, electronic payments or debit card purchases).

To be effective, your stop payment request must provide the check number, the amount of the check, and the name of the payee.

If you make a stop payment request using either the online or telephone option, you will be charged a stop payment fee for each stop payment request. Please visit our website to see our "Schedule of Fees" online at [www.bankatmcu.com](http://www.bankatmcu.com).

### **OUR LIABILITY FOR FAILURE TO MAKE A TRANSFER OR STOP PAYMENT OF A PREAUTHORIZED TRANSFER**

If you order us to stop one of these payments three business days or more before the transfer is scheduled or 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, we will be liable for any fees or finance charges received due to our error. However, there are some exceptions we will not be liable for, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft privilege service and the transfer would go over the credit limit.
3. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
4. If circumstances beyond our control (such as fire, flood, power failure, telephone line, internet disruption, or natural disaster) prevent the transfer, despite reasonable precautions that we have taken.
5. If the funds are subject to legal process or other encumbrance restricting such transfer.
6. If your computer, mobile device, internet connection and/or software malfunctioned for any reason including but not limited to any virus or malware or the suitability or compatibility of your computer or software or due to service unavailability.
7. You did not provide the correct information for the transaction, for example the amount, account number or date.
8. There may be other exceptions stated in our agreement with you.

St. Mary's Credit Union is not responsible or liable for any consequential, direct, or special damages that may arise out of your use of any online banking services. There may be other exceptions for liability stated in our agreements with you.

### **ST. MARY'S CREDIT UNION'S RIGHT TO TERMINATE**

St. Mary's Credit Union reserves the right to terminate this Agreement and your access to the Service, in whole or in part, at any time.

### **YOUR RIGHT TO TERMINATE**

You may cancel your Service at any time by providing us with written notice by postal mail, or fax, in accordance with the instructions and address set forth below. For Consumers, if you have designated a joint account as one of the accounts you may access with your Service and you notify us that you wish to terminate your Service, then only your Service, your User ID and your password will be suspended. Other joint accountholders must notify us to suspend their own Service, User ID and password. Your access to the Service will be suspended within 3 business days of our receipt of your instructions to cancel the Service. You will remain responsible for all outstanding fees and charges incurred in connection with the Service. You may request that we no longer provide you with access to the Bill Payment feature by providing us notice in accordance with the instructions as set forth in the Method of Notification section.

### **ADDITIONAL INFORMATION REQUIRED BY MASSACHUSETTS LAW**

Any documentation provided to you which indicates that an electronic fund transfer was made to another person shall be admissible as evidence of the transfer and shall constitute prima-facie proof that the transfer was made.

The initiation by you of certain electronic fund transfers from your account will effectively eliminate your ability to stop payment of the transfer.

Unless otherwise provided in this agreement, you (the consumer) may not stop payment of the electronic fund transfers, therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

### **CONFIDENTIALITY**

In order that your privacy may be protected, we will not disclose any information about you or your account to any person, organization, or agency except:

1. For certain routine disclosures necessary for the completion of a transfer; or
2. For verification of the existence and condition of your account for a credit bureau or merchant; or

3. To persons authorized by law in the course of their official duties; or
4. To our employees, auditors, service providers, attorneys or collection agents in the course of their duties; or
5. Pursuant to a court order or lawful subpoena; or
6. To a consumer reporting agency; or
7. By your written authorization which shall automatically expire 45 days after our receipt of your authorization.

Please see our Privacy disclosure for further information.

## **WHAT TO DO IN CASE OF ERRORS OR QUESTIONS**

In case of errors or questions about your electronic fund transfers, or if you need more information about a transaction, please call our Member Solutions Center at 1-866-585-7628 or send written notice to: Member Solutions Center, St. Mary's Credit Union, PO Box 729, Marlborough, MA 01752, as soon possible.

**FOR CONSUMER ACCOUNTS ONLY-** We must hear from you no later than 60 days after the date that we transmitted to you the FIRST periodic statement on which the problem or error appeared.

When you contact us, please be ready to:

1. Provide us with your name and account number,
2. Tell us the date and dollar amount of the suspected transaction error, and
3. Describe the error or the transfer that you are unsure about and explain as clearly as you can why you believe an error exists or why you need further information.

If you inform St. Mary's Credit Union of an error verbally, we require that you send us your complaint or question in writing within 10 business days of the initial verbal notification using an error resolution form, which will be provided to you by the Credit Union.

We will determine whether an error occurred within 10 business days after we hear from you and if an error is discovered we 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 provisionally credit your account within 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 do not receive written notification of the error within 10 business days, we may not provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts\*, we may take up to 20 business days to provisionally credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send a written explanation. You may ask for copies of the documents that were used in the investigation.

\*Your account is considered a new account for the first 30 days after the first deposit is made, unless each of the account holders already has an established account with St. Mary's Credit Union prior to the new account being opened.

## **MEMBER LIABILITY (FOR CONSUMER ACCOUNTS ONLY)**

You should notify us immediately if you believe your password or card has been lost or stolen, or if you believe there have been any unauthorized transactions, or if you believe that an electronic fund transfer has been made without your permission on any of your accounts. Telephoning is the best way of keeping your losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). To notify us during business days that we are open, call 1-866-585-7628, or send us notice by fax, or mail as described in the Method of Notification contained herein. If you tell us within 2 business days after you learn of the loss or theft of your card or password, you can lose no more than \$50 if someone used your card or password without your permission during that time period.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or password but you notify SMCU of the loss within 60 days of the transmittal of the periodic statement to you, and if we can prove we could have stopped someone from using your card or password without your permission if you had told us sooner, then you could lose as much as \$50.

Also, if your periodic statement shows transfers that you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within 60 days after transmittal of the statement 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

*However, if you use these Services for any business activity, you assume all risk of loss for unauthorized transfers and payments. You must establish your own internal security procedures for employees you authorize to use the Services and you must prevent all unauthorized use by other employees or persons.*

## **INDEMNIFICATION**

You understand and agree to hold St. Mary's Credit Union harmless, including affiliates, officers, directors, employees, and agents against any and all claims, actions, damages, liabilities and cost including attorney's fees and expenses arising from your use of the Services or of the Mobile Deposit or Mobile Banking Services or your breach of this agreement. You agree that this paragraph will survive the termination of this agreement.

## **OWNERSHIP AND LICENSE**

You agree that St. Mary's Credit Union and/or its service provider(s) retain all ownership and proprietary rights in the Services including any associated content, technology, or website(s). Your use of the Services is subject to and conditioned upon your complete adherence to and compliance with this agreement. Without limiting the restriction of the foregoing, any breach of this agreement immediately terminates your rights to the Services. Without limiting the restriction of the foregoing, you may not use the Services (1) in any anti-competitive manner, (2) for any purpose which would be contrary to St. Mary's Credit Union business interest, or (3) in any aspect to St. Mary's Credit Union's actual or potential disadvantage. You may use the Services for personal use in accordance with this agreement and you agree that you will not resell the Services.

## **COMPLIANCE AND GOVERNING LAW**

This agreement shall be governed by the laws of the Commonwealth of Massachusetts and any and all applicable federal laws. You agree that you will use the Online Banking and Mobile Banking Services for lawful purposes and in compliance with all applicable laws, rules, and regulations. You further agree to be bound by all applicable state and federal laws, rules, regulations, orders, guidance, operating circulars, and pronouncements affecting Checks and Items, including but not limited to, guidelines established by the Board of Governors of the Federal Reserve, any Clearinghouse, or other organization of which we are a member or to which rules St. Mary's Credit Union has agreed to be bound.

## **CHANGES IN TERMS**

At any time, we may change the terms of this Agreement. If the change would result in increased fees for any Credit Union service, or increased liability for you, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. If advance notice of the change is not required, and disclosure of said change does not jeopardize the security of an account or of the Service, we will notify you of said change within 30 days of the change becoming effective. To the extent permitted by applicable law, if you have previously agreed to receive notices and disclosures electronically, we will forward such notices to you by e-mail or post such notices on our website and alert you by e-mail of the posting of such notice. Your use of any or all features of the Service after the effective date of the notice indicates your acceptance of the change in terms.

## **OTHER ITEMS**

You agree to comply with all current and future operating procedures utilized by St. Mary's Credit Union for the processing of transactions.

You agree to cooperate with St. Mary's Credit Union in the investigation of any unusual transactions, poor image quality of transmissions, and any other claims at your own cost which may include the production upon request of any originals or copies of items deposited and any records relating to such items and transmissions that are in your possession.

## **LIMITATION OF LIABILITY**

WE WILL NOT BE LIABLE FOR FAILURE TO PROVIDE ACCESS OR FOR INTERRUPTIONS IN ACCESS TO THE SERVICES DUE TO A SYSTEM FAILURE, OTHER UNFORESEEN ACTS OR CIRCUMSTANCES OR A MALFUNCTION OF YOUR COMPUTER OR MOBILE EQUIPMENT OR ANY SYSTEM YOU USE, INCLUDING YOUR BROWSER, INTERNET SERVICE PROVIDER OR OTHER SOFTWARE YOU USE. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL WE OR OUR VENDORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOSS OF USE, DATA, PROFITS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. WE ARE ALSO NOT

RESPONSIBLE FOR ANY ELECTRONIC VIRUS OR VIRUSES THAT YOU MAY ENCOUNTER. WE SUGGEST THAT YOU ROUTINELY SCAN YOUR PC AND MOBILE DEVICES USING A VIRUS AND MALWARE PROTECTION PRODUCT. AN UNDETECTED VIRUS OR MALWARE MAY CORRUPT AND DESTROY YOUR PROGRAM, FILES, AND HARDWARE.

**DISCLAIMER OF WARRANTIES**

THE SERVICES, CONTENT AND TECHNOLOGY RELATED TO THE SERVICES IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE SERVICES, CONTENT, AND TECHNOLOGY RELATED TO THE SERVICES IS ASSUMED BY YOU. WE DO NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF, OR THE RESULTS OF THE USE OF, THE SERVICES, CONTENT OR TECHNOLOGY RELATED TO THE SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NEITHER WE NOR OUR VENDORS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING USE OF THE SERVICES, CONTENT OR TECHNOLOGY RELATED TO THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.

**EMAIL LIMITATIONS**

St. Mary’s Credit Union may not immediately receive any emails that you send to us. St. Mary’s Credit Union considers an email to be received on the following business day from the day that it is sent. We cannot respond to your email until we actually receive it, and we will need a reasonable amount of time to act on it. Email notifications should ONLY be sent securely from within the online banking or mobile banking services.

Members are responsible for retention of their email correspondence.

**NOTICES AND/OR ADDRESS CHANGES**

If your email address, physical or mailing address changes, please notify us immediately. We may rely upon your address, including, without limitation, your e-mail address as it appears on our records for any and all communications we send you.

Notifications should be forwarded to the following address, as applicable:

<i>Method of Notification</i>	<i>Send To:</i>
Postal Mail	Member Solutions Center St. Mary’s Credit Union PO Box 729 Marlborough, MA 01752
Phone	1-866-585-7628
Fax	508-480-6935

By accepting this Online Banking Agreement, you are also acknowledging receipt of the following and you agree that:

- The credit union may provide you with this Agreement and any revisions and amendments in an electronic form. That you accept this agreement and that by accepting, you are consenting to enter into an agreement electronically that will govern all future transactions you conduct using this service.
- That you will receive any amendments or revisions to this agreement and any other disclosures or notices pertaining to these services and the laws and regulations which govern them electronically. Although you may print and retain a copy of this information or other information provided to you, **we will only provide these documents electronically.**
- Your election and consent to receive electronic documents also authorizes us, at our discretion, to provide electronic delivery of such statements pursuant to any federal and state laws and regulations that may be amended or enacted in the future.
- You have the right to withdraw your consent to receive information electronically.
- You agree that St. Mary’s Credit Union will not be liable for any costs or damages incurred due to any inaccuracy, incompleteness, or misinformation that you provided in connection with Online Banking Services or Mobile Banking Services.
- You have access to the Online Banking services until they are terminated by us or by you. You understand and agree that St. Mary’s Credit Union may terminate or suspend your access to the Services in whole or in part, at any time without notice

and for any reason, including your non-use of any of the Services. St. Mary's Credit Union and any of its Third Party Vendors will not be liable for any suspension or cancellation of the Online Banking Service or any Services hereunder.

- Any termination, cancellation, or suspension of any of the Services under this agreement does not affect your liability for transactions commenced or accepted by us on your behalf prior to such termination.
- St. Mary's Credit Union may, at its option, deliver any electronic communication, information, disclosures or other documents on paper, at our option. St. Mary's Credit Union may also require that certain communications from you be sent to us on paper at a specified address.
- You agree that you have been able to read this Agreement, had the opportunity to download or print this agreement and you consent to its contents. Further, by continuing with the service, you are acknowledging you have internet access and are able to send and receive email. For Businesses: You are consenting to this agreement on behalf of all owners on the account(s) and you represent that you are authorized to provide this consent.