

PROMEDICA FEDERAL CREDIT UNION

2301 W. Central Avenue

Toledo, OH 43606

(419) 479-4040

1. PFCU Internet Services.

This PFCU Internet Services Agreement (“Agreement”) is between ProMedica Federal Credit Union (hereinafter referred to as “we, us, our PFCU or Credit Union”), and each member who has enrolled in our online service, together with any person who is authorized by a member to use or access their online service (hereinafter referred to together as “you, your or yours”).

PFCU Internet Banking and E-Statements are additional “electronic” services provided to increase the convenience to our members. This agreement supplements the other terms and conditions set forth in the Credit Union’s Membership and Account Agreement and disclosures (the “Membership and Account Agreement”), which you have previously received and agree to. To the extent that if there is any conflict between terms of the Membership and Account Agreement and this Agreement, this PFCU Internet Services Agreement will govern our relationship with you.

You understand that by signing an application, completing and submitting an application online, using or continuing to use these services, you agree to the terms and conditions of this Agreement.

You warrant and agree that you will not use Credit Union accounts or services, including but not limited to loans, to make or facilitate any illegal transactions as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this agreement. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

A. Definitions:

1. **“Access Device”** means any ATM Card, Debit Card or other electronic access device and/or any codes passwords or Personal Identification Numbers that we issue to allow you to access and/or use any account or other services.
2. **“Authorized User”** means any person who has actual, implied or apparent authority, or whom any owner has given information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.
3. **“Business Day”** means Monday through Friday, excluding holidays.
4. **“Transaction”** means any deposit, order, payment transfer, withdrawal or other instruction relating to any account or account services provided by the Credit Union.

B. Eligibility

In order to enroll and activate any PFCU Internet Service with us, you must be eligible to maintain an account with us.

To use PFCU Internet Banking and E-Statements, you must use a personal computer or other device with the capacity to interface by modem or otherwise with the Credit Union's or our agent's system. The Credit Union is not responsible for providing any equipment, services or advice related to equipment necessary to interface with our system, and the credit union is not responsible for any error in connections, transmissions or otherwise regarding any system, software, entries or instructions.

PFCU Internet Banking and E-Statements are two different systems with separate log-on procedures and passwords.

When using PFCU Internet Banking and E-Statements, you must, when prompted, enter your member number (User ID), PFCU Internet Banking Password or your E-Statements Password, and any other requested information. By entering the correct information you will have direct access to your Credit Union accounts. Please be aware that four (4) incorrect password attempts will disable your access. You should carefully review the section regarding security and your password. You should keep your password in a secure location. Any person having access to your PFCU Internet Banking or E-Statements Password will be able to access PFCU Internet Banking and E-Statements and perform all transactions, including reviewing account information and making transfers.

It is your responsibility to inform the Credit Union in writing via U.S. Mail or by notifying us at creditunion@promedicafcu.com if your e-mail address changes. If we receive a rejection message from your e-mail address of record, we will attempt to confirm your current e-mail address. Failure to notify us will result in termination of PFCU Internet Banking and E-Statements access until an updated e-mail is provided to the Credit Union.

2. Setup and use of PFCU Internet Banking and E-Statements.

A. Equipment and Software Requirements

1. To use PFCU Internet Banking and E-Statements, you need a computer with Internet access and a web browser (such as Netscape Navigator, Microsoft Internet Explorer or equivalent). You are responsible for the set-up and maintenance of your home or work computer.

2. Before registering for this service, please take note of the system requirements. The following components are required to use PFCU Internet Banking and E-Statements:

- PC with Windows 95 or greater and
- Microsoft Internet Explorer 4.01 or higher
- Netscape Navigator 4.0 or higher or
- Macintosh with Netscape 4.5 or higher
- Adobe Acrobat Reader 5.0 or higher

3. PFCU Internet Banking

A. PFCU Internet Banking Services:

1. Account Access. You can use PFCU Internet Banking to access your accounts with us. PFCU Internet Banking allows you to:

- Transfer funds between checking, savings, Money Market and Vacation Club.
- See a summary of your accounts.
- Make payments to Line of Credit, Personal Loan, Auto Loan, Mortgage Loan and Visa with the Credit Union funds transferred from Checking, Savings, Money Market and Vacation Club.
- Get account information and/or statement updates.
- Access information about the Credit Union, our products and services, and other items of general interest.
- Receive and send electronic messages to the Credit Union. You understand that we may not immediately receive e-mail communications that you send and will not take action based upon e-mail requests until we actually receive your message and have reasonable opportunity to act. If need to contact the Credit Union immediately, you may call 419-479-4040 and ask for the department you need. You understand that we may require that you document any oral request in writing before taking some action.

B. Additional Information about PFCU Internet Banking.

You must designate one account as your primary PFCU Internet Banking account.

1. You may transfer funds through PFCU Internet Banking in any amount between \$.01 and \$99,999.99.
2. Processing Fund Transfers is posted immediately.

If there are insufficient funds in your account to make the transfer or payment you have authorized, we may refuse to make the transfer or payment and overdraw your account with a fee. In either event, you are responsible for any non-sufficient funds("NSF") and overdraft charges that may apply.

4. Responsibilities

The Member's Rights and Responsibilities.

1. Authorized Use of Services by other Persons.

You are responsible for keeping your personal and account information confidential. We are entitled to act on transactions received using your password, and you agree that the use of your password will have the same effect as your signature authorizing (or "will authenticate your identity and verify the instruction you have provided to us for") the transaction(s). If you authorize other persons to use your password in any manner, your authorization will be considered unlimited in amount and manner until you have notified us that you have revoked the authorization and changed your password. If notification is by phone, e-mail or in person, it must be followed by written notification within 14 days. You are responsible for any transactions made by such persons until you notify us that transfers by that person ("or instruction regarding your account(s)") are no longer authorized and we have a reasonable opportunity to act upon the change of your password.

Access to Account Information: You agree that all users will have access to information regarding transactions on your account, including but limited to transactions, account balances, account history, payments and other information relating to or arising with regard to this account or any transaction using this service.

2. Reporting Unauthorized Transactions.

Resolving Errors or Problems. If you think your statement is wrong or if you need more information about a transfer listed on the statement, please contact by phone at 419-479-4040, e-mail us at creditunion@promedicafcu.com or write to us directly at ProMedica Federal Credit Union, 2301 W. Central Ave., Toledo, Ohio 43606 as soon as you can.

We must hear from you no later than 60 days from the date that the transaction posted to your account. When you contact us, our representative will need the following information:

- Your name and account number.
- A description of the error or the transfer you are unsure about, and an explanation of why you believe it is in error or why you need information and
- the dollar amount of the suspected error.

If you tell us orally (or by electronic communications), we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however we can take up to 45 days to investigate your complaint or question. If we decide to this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the funds 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. If we decide that there was not an error, we will send you a written explanation within three (3) business days after we finish our investigation and your account will be debited for the amount of the credit that was given to you.

3. Member's Liability for Unauthorized Transactions.

Member's Liability for Unauthorized Transactions. NOTE: Federal law requires that if you believe your password has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, your maximum liability is \$50 if someone used your password without your permission.

If you do Not tell us within two (2) business days after you learn of the loss or theft of your password and we can prove that we could have prevented someone from using your password without your permission, if you had told us, your liability could increase up to \$500.

Also if your statement shows transfers that you did not make, notify us at once. If you do not tell us within 60 days after the transaction posted to

your account, you may not get back any funds you lost after 60 days, if we can prove that we could have stopped someone from taking the funds if you had told us in time. Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your account statement. If you find that your records and our disagree, you must contact the Credit Union Member Services Department by calling 419-479-4040 immediately or you can e-mail us directly at creditunion@promedicafcu.com.

4. Resolving Errors or Problems.

If you think your statement is incorrect or if you need more information about a transfer listed on the statement, please contact us by phone at 419-479-4040, e-mail us at creditunion@promedicafcu.com, or write to us directly at ProMedica Federal Credit Union, 2301 W. Central Ave, Toledo, Ohio 43606.

We must hear from you no later than 60 days after the date (by U.S. Mail or E-Statements) which the problem or error occurred. When you contact us, our representative will need the following information:

- Your Name and Account number.
- A description of the error or transfer you are unsure about, and an explanation of why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you tell us orally (or by electronic communications), we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however we take up to 45 days to investigate your complaint or question. If we decide to this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the funds 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. If we decide that there was not an error, we will send you a written explanation within three (3) business days after we finish our investigation.

The Credit Union's Responsibilities.

1. Our Responsibility for Processing Transactions.

If we don't complete a transfer to or from your account or cancel a transfer as properly requested on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. Our sole responsibility for an error in a transfer will be to correct the error, but in case will we be liable for any indirect, special, incidental or consequential damages. In states, which don't allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, our liability is limited to the extent permitted by law.

2. Limitations of Our Responsibility for Processing Transactions.

There are some exceptions to our liability for processing transactions on your accounts. We will not be liable, for instance:

- a. if, through no fault of ours, you don't have enough funds in your account to make the transfer;
- b. if the transfer would go over the credit limit on your overdraft line or Courtesy Payment;
- c. if the funds in your account were attached or the transfer can't be made because of legal restrictions affecting your account;
- d. if circumstances beyond our control such as interruption of phone service or telecommunication facilities, or natural disaster (such as flood or fire) prevent the transfer, despite reasonable precautions that we have taken;
- e. for any failure to provide access or for interruptions in access to PFCU Internet Banking Service or E-Statements due to a system failure or due to other unforeseen acts or circumstances;
- f. for any errors or failures from any malfunction of our computer or any computer virus or other problems related to your computer equipment used with PFCU Internet Banking or E-Statements;
- g. for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including but limited to your browser (Netscape Navigator, Microsoft Internet Explorer, or otherwise), your Internet service provider, your personal financial management software (such as Quicken or Microsoft Money), or any other equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with PFCU Internet Banking or E-Statements.

3. Records Retention

PFCU follows U.S. Government regulations regarding records retention for financial institutions.

5. Changes in Terms and Other Agreements

The Credit Union may change PFCU Internet Banking and E-Statements and the terms, including fees for multiple accounts, set forth in this agreement at any time.

You will be notified of any such change as required by applicable law, either by mail or electronic message. Your use of these services after such change will evidence your agreement to any changes.

6. Termination.

You may terminate your PFCU Internet Banking and E-Statements services with 30 days prior notice to us in writing with your signature.

Your PFCU Internet and E-Statements services will remain in effect until terminated by you or us.

This cancellation policy applies only to your PFCU Internet Banking and E-Statements services and does not terminate your other relationships with us.

You may terminate your participation in PFCU Internet Banking or E-Statements for any reason, at any time, including inactivity of online access. We will attempt to notify you in advance, but we are not obligated to do so.