



**GERBER FEDERAL
CREDIT UNION**

DIGITAL BANKING AGREEMENT

1. Introduction

This Agreement is the contract which covers your and our rights and responsibilities concerning the Online and Mobile Banking (Digital Banking) and Bill Pay bill payment services offered to you by Gerber Federal Credit Union (Gerber FCU). In this Agreement, the words you and yours mean those who apply for this service. The word account means any one or more share accounts you have with the Credit Union. By submitting the authorization for the Digital Banking service or by accepting or using the password to make any Digital Banking transactions, you agree to the following term governing your and our rights and responsibilities concerning Digital electronic funds transfer services. Electronic funds transfers (EFTs) are electronically initiated transactions through Digital Banking Digital services involving your deposit accounts.

2. Digital Banking Services

Upon acceptance of this agreement, you may use your personal computer or mobile device(s) to access your accounts. You must use your username and your password to access your accounts. The Digital Banking service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Digital Banking services may not be available due to system maintenance. You will need a personal computer and a web browser (such as Google Chrome or Microsoft Edge). For Mobile, you will need an iPhone or Android mobile device. You are responsible for the installation, maintenance and operation of your computer or device. The Credit Union will not be responsible for any errors or failure involving your computer or device. At the present time, you may use the Digital Banking service to:

- Update your information and desired settings
 - Change your address, phone number and email
 - Change your user name and / or password
- Shares and Loans
 - View current and available balances
 - View transaction history; add tags, notes and images to transactions
 - View pending transactions, cleared check images and active holds
 - Search, filter, print and download transactions
 - Intuit Web and Direct Connect for Quicken and QuickBooks
 - Apply for a loan
 - Request a loan payoff amount
 - Skip loan payments for a fee
- Move Money
 - Initiate payments and transfers to internal accounts
 - Initiate transfers to external accounts
 - View, create and delete scheduled transfers
 - Bill Pay
 - Create, modify and delete payees
 - Select default payment share
 - Initiate, revise and delete payments
 - Request a check withdrawal
- Debit and Credit Card Services
 - Block/unblock
 - Report lost or stolen and request replacement
 - Create travel notifications
 - View and modify card limits
- Remote Deposit Capture
 - Deposit checks
 - View deposit history
- Statements, Notices and Tax Forms
 - View statements, notices and inserts
 - Change statement delivery preferences
- More Services
 - Initiate stop payments for drafts
 - Education
 - Order checks
 - View our routing number and your account number
 - Opt in to Savings Jar, a transaction round up program
 - Branch and ATM locator
 - eAlert notifications
 - Biometric authentication
 - Credit Score powered by savvymoney including credit report, report card, score analysis and credit score education
 - Credit Card Rewards balance
 - Communicate with the Credit Union using the Secure Message Center

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a credit account will be subject to your Loan Agreement and Disclosures, as applicable.

3. Digital Banking Service Limitations

The following limitations on Digital Banking transactions may apply:

- a. Share to Share Transfers. You may make share transfers to your other accounts as often as you like. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as primary member and will be mailed to your postal address of record. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.
- b. Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions

and our Funds Availability Policy.

c. Secure Message Center. You may use the secure message center to send messages to us. The message may not, however, be used to initiate a transfer or stop payment order on your account. The Credit Union may not immediately receive messages that you send, and the Credit Union will not take action based on requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in Section 5.

d. Bill Pay Service. This is your Bill Pay agreement with Gerber FCU.

You may use Gerber FCU's bill paying service, Bill Pay, to direct Gerber FCU to make payments from your designated account to the "Payees" you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures, and other documents in effect from time to time governing your account (The Account Rules).

You authorize us to use iPay or its authorized agents to provide the Service to you on our behalf.

Payment of taxes or court directed payments via the Service is prohibited.

Funds will arrive at your targeted payee as close as reasonably possible to the date designated by you in your payment instruction (Payment Date). Subject to the Terms, Conditions, and Disclosures set forth in this Agreement, you authorize us, and any third party acting on our behalf, to choose the most effective method to process your payment, including without limitation, electronic, paper or other means. For each properly instructed payment to an eligible payee you will receive a transaction accepted message.

The Payment Date indicated by you must always be a business day (as previously defined). If it is not, the Payment Date will be deemed to be the first business day following the date indicated.

Unless you receive a completion notice that the transaction was accepted successfully, we will not be liable for any failure to make a payment, including any finance charges or late fees incurred as a result. Your Payment Date should always be on or before the Payee Due Date, not the Late Date or Grace Period. Since the time for us to process your payment varies according to the particular payee, you must become familiar with the payment processing time for each payee you desire to pay, allowing the appropriate number of business days between the days you input your payment instruction and the Payment Date. Subject to the limitation discussed below, if you follow the procedures described in the agreement for payments, and you are assessed a penalty or late charge, we will reimburse you for that late charge or penalty up to a maximum of fifty dollars (\$50.00). We will not be liable with regard to any Deposit Account or the Service, for instance, if: through no fault of ours, you do not have enough available funds in your Deposit Account to make the payment or transfer or the payment or transfer would exceed permitted overdraft protection you have with us; circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or a natural disaster) prevent or delay the transaction despite reasonable precautions taken by us; your computer, the telephone lines, or the credit union's computer systems were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer or; the funds in your Deposit Account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal; the information supplied by you or a third party involving the Deposit Account, Payment or Transfer, is incorrect, incomplete, or untimely; we have a reasonable basis for believing that unauthorized use of your User ID, Password, or PIN, or account has occurred or may be occurring; the payee does not process a Payment promptly or correctly, or for any other reason specified in this Agreement.

You agree to allow at least 6 (six) Business Days between the Initiation Day, if the Payment will be completed by check, and the Payment due date or date you wish the payee to receive the Payment. You must allow at least 3 (three) Business Days between the Initiation Day you schedule a Payment to be initiated, if the Payment will be completed by electronic transfer, and the Payment due date or date you wish the Payee to receive the Payment.

In the event that you do not comply with the terms and conditions set forth in this Agreement, or in the event that your payment instruction is not made in time for us to process your payment prior to the Due Date required by a particular Payee, you will be liable for all penalties and late fees imposed, and we will not be liable for any such penalties or fees.

Without limiting the foregoing the credit union shall also not be liable for late charges, interest, penalties, or other amounts incurred by any depositor for the depositor's failure to allow sufficient time for processing and delivery of any payment(s) so long as the credit union has complied with the provisions of this Agreement.

Unless otherwise required by Law, the credit union will not be liable to you under any circumstances for special, indirect, or consequential damages, including, without limitation, lost profits or attorneys' fees, even if we are advised in advance of the possibility of such damages. We reserve the right to refuse to make any payment, but will notify you of any such refusal within two (2) business days following receipt of your payment instructions.

Under no circumstances will we be liable if we are unable to complete any payments initiated in a timely manner via the Services because of the existence of any one or more of the following:

- * You have closed the designated Account, or have been removed as a joint owner
- * We have identified you as a credit risk and have chosen to initiate your payments by using a paper draft rather than electronic payment remittance
- * Due to mismanagement of the Account we have terminated your subscription to the Service
- * You have not provided us with the correct information for those payees to whom you wish to direct payment

In the event we are unable to process a Bill Pay check or electronic payment due to insufficient funds, the transaction will result as a Non-Sufficient Funds. In such event, we will charge all related service fees to you. In the event of repetitive Non-Sufficient Funds, we reserve the right to suspend your subscription to the Service. This suspension may be without prior notice to you. If your subscription is suspended, transactions that were previously initiated may continue to be processed unless cancelled and confirmation of such cancellation is provided. The decision to suspend Service is determined by Gerber FCU and all inquiries and correspondence relating thereto, including requests for reinstatement, should be directed to Gerber FCU. If your Service is suspended, we will notify you by mail at your address on file.

Gerber FCU is under no obligation to notify you if it does not complete a transfer because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the transfer or for rescheduling the transfer through the Service.

With respect to any negative balance caused by honoring either a paper or electronic payment, you agree to reimburse us immediately after notice is sent to you, for any funds we have already paid to one or more of your designated Payees which we were unable to recover by debit

to the Payee.

If you do not pay any amount owed to us when due, we have the right and you agree to pay interest on the unpaid balance at the rate of 18% per annum (or the maximum rate allowed by applicable law if less). In the event that your claim or debt has to be referred to a third party for collection, you agree, to the extent permitted by law, to pay all costs and fees incurred in collecting the outstanding balances, including reasonable attorney fees and court costs.

Service Fees may apply for certain transactions. These fees will be listed before you confirm your transaction.

4. Password

- a. Initial Access. You must register to use the Digital Banking service by providing your member number or active card number, last 4 of SSN/EIN, primary members email address and DOB (for entity, date the entity originated).
- b. Password. The password that you select is for your security purposes. The password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping of your password. You agree not to disclose or otherwise make your password available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your password, you understand that person may use the Digital Banking service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your password and you agree that the use of your password will have the same effect as your signature authorizing transactions.
- c. Authorization. If you authorize anyone to use your password in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your password is changed. If you fail to maintain or change the security of your password and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

5. Member Liability

If you believe your Username and Password has been lost or stolen, you shall notify us immediately by calling (231) 924-4880 or (800) 338-3746. In the event your Username or Password have been compromised you will be required to establish new ones. You assume sole responsibility for maintaining your Username and Password.

Member Service Information - Questions regarding the Service(s), should be directed to Gerber FCU Member Service, (231) 924-4880 local, (800) 338-3746 toll-free, during business hours of 8:30 AM to 5:00 PM Eastern Time on Monday, Tuesday, Thursday or Friday. During business hours of 9:00 AM to 5:00 PM Eastern Time on Wednesday. Mail may also be addressed to: Gerber Federal Credit Union, Attn: Member Service, PO Box 116, Fremont, MI 49412. Additionally, you may send a message to Gerber FCU direct through the Gerber FCU Digital banking secure message center.

6. Business Days

Our business days are Monday through Friday, and do not include Saturday, Sunday, Federal Holidays or Credit Union Holidays.

7. Fees and Charges

Fees and Charges are outlined in the Gerber FCU Fee Schedule.

8. Transaction Documentation

Transfers and withdrawals transacted through Digital Banking will be recorded on your periodic statement which will be sent by mail or electronically if you have requested an electronic statement. You will receive a statement monthly. You may request that your statement be provided electronically.

9. Account Information Disclosure

We will disclose information to third parties about your account or the transactions you make: (i) where it is necessary or helpful for completing a transaction; (ii) in order to verify the existence and condition of your account for a third party, such as a credit bureau or payee, (iii) in order to comply with reporting or other legal requirements (including, for example, legal process); (iv) if you give us your permission; and (v) as otherwise permitted by Law.

10. Limitation of Liability for Digital Banking Services

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 your losses or damages. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Credit Union, or by the Internet browser providers, or by Internet access providers or by Digital service providers or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, Digital Banking services and Bill Pay services, or Internet browser or access software. In this regard, although we have taken measure to provide security for communications from you to us via the Digital Banking and Bill Pay Services and may have referred to such communication as secured, we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable.
- b. If you used the wrong password or you have not properly followed any applicable instructions for making transfer and Bill Pay transactions.
- c. If your computer fails or malfunctions or the data transmission lines or Credit Union computer system was not properly working and such problem should have been apparent when you attempted such transaction.
- d. If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- e. If the funds in your account are subject to an administrative hold, legal process or other claim.
- f. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- g. If, through no fault of ours, a Bill Pay or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- h. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider,

any computer virus or problems related to software not provided by Credit Union.

i. If there are other exceptions as established by the Credit Union.

11. Termination of Digital Banking Services

You agree that we may terminate this Agreement and your Digital Banking services, if you, or any authorized user of your Digital Banking services or password breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your Accounts or if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction, or if we reasonably believe your account conduct poses an undue risk of illegality or unlawfulness. 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. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

12. Notices

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you at least twenty-one (21) days before the effective date of any change, as required by law. This means we will mail you notice or if you have consented to electronic disclosures, we will send it to the e-mail address you have designated. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

13. Statement Errors

In case of errors or questions about your Digital Banking transactions, contact us by: telephone at the phone numbers, send us an e-mail, or write us at the address set forth in Section 5, as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and member number.
- Describe the error or transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- 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 10 business days. In section 9 of this agreement, we define our business days. We will tell you the results of our investigation within 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 45** calendar days to investigate your complaint or question. If we decide to do this, we will 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 ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. If we decide there was no error, we will send you a written explanation within three days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

*If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

** If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 to investigate.

14. Other General Terms

- a. Other Agreements. In addition to this Agreement, you agree to be bound by and will comply with all terms and conditions applicable to your relationship with the Credit Union, as described in your Membership and Account Agreement, prior receipt of which you acknowledge.
- b. Severability. In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

15. Enforcement

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the state of Michigan as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. 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 Michigan 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. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.



**GERBER FEDERAL
CREDIT UNION**

STOP PAYMENTS TERMS & CONDITIONS

Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic funds transfers (EFTs), may be established by law. If we have not disclosed these rules to you elsewhere, you may ask us about those rules. We may accept an order to stop-payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact because stop-payment orders are handled by computers. If your information is not exact your order will not be effective, and we will not be responsible for failure to stop payment. Written stop payment requests are good for six months only. If you wish to extend this time frame you will have to request a new stop pay after six months and pay an additional stop payment fee. Verbal stop payment requests are good for 14 days only. A written stop pay is still required. If you do not fill out a written stop pay request the verbal stop pay will be removed from the system after the 14 days has expired. If you comply with the written stop pay requirement the stop pay will be extended to six months from the original request date.