

Online and Mobile Banking Agreement

Introduction. The following Terms and Conditions (“Agreement”) apply to our WebConnect Online Banking (WebConnect) and Mobile Banking services (defined below).

By accepting this Agreement and using WebConnect and/or Mobile Banking, you agree to all the terms, conditions and notices contained in this Agreement and accept responsibility for your use of WebConnect and/or Mobile Banking. Please read this Agreement carefully before accepting. We may amend these terms, and modify or cancel the services and features we offer from time to time without notice, except as may be required by law.

We may offer additional services and features in the future. Any such added services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new service or feature is added and/or at the time of enrollment for the feature or service if applicable.

Any Account accessed through this Service is also subject to the Account Disclosures and Regulations for the Account (Account Disclosures). You should review the Account Disclosures carefully, as they may include transaction limitations and fees which might apply to your use of WebConnect and Mobile Banking.

Definition of Terms. As used in this Agreement, the following words have the meanings given below:

“Account(s)” means your eligible Great Lakes Credit Union (“GLCU”) account(s) that can be accessed through WebConnect and/or Mobile Banking.

“Available Balance” and **“Balance”** means the balance available at the time you make your request, which is the total balance less any amounts that are held (e.g. based on funds availability), pledged (e.g. as security for a loan), or otherwise subject to restraint (e.g. due to legal process or levy). All outstanding transactions or holds on your Account may not be included as of the time of your request.

“Desktop Scanner”, “Flatbed Scanner” and **“Scanner”** means a device that optically scans an object such as a check and converts it to a digital image.

“Device” means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and/or capable of sending and receiving text messages.

“Mobile Banking” means the banking services accessible from the Device you have registered with us for Mobile Banking.

“Online Banking” and **“WebConnect”** means the banking services accessible from a personal computer or device that has internet access.

“Remote Deposit Capture”, “GLCU eZDeposit”, and **“eZDeposit”** means the remote check deposit capture service offered by GLCU

“Service” and **“Services”** means Online Banking, Mobile Banking and any of their components.

“You” and **“Your(s),”** mean each person who applies to use the service and each person who uses the Service.

"We," "Us," "Our", "Great Lakes Credit Union," "GLCU" and "Credit Union" means Great Lakes Credit Union.

Enrollment/Registration/Activation. To enroll in WebConnect and/or Mobile Banking, you must have at least one active Account in good standing. You must have a personal computer with internet access to enroll, register, activate or use WebConnect. You must be enrolled in WebConnect and have a mobile device to enroll, register, activate or use Mobile Banking.

You may enroll in WebConnect by visiting www.glcu.org, by calling 800-982-7850 or visiting one of our branches. You may enroll in Mobile Banking by following instructions on our Mobile Banking page at www.glcu.org/mobile-banking.

To register a Device, you must be the authorized user for the assigned number for the Device. You agree to provide us with true, accurate, current and complete information during the enrollment/registration process.

Cancellation. You may cancel WebConnect or Mobile Banking by calling 800-982-7850 or visiting one of our branches. You can cancel mobile text messaging by texting QUIT to 86020.

Your Online and Mobile Banking Responsibilities. In addition to the terms and conditions in other sections of this Agreement and your Responsibilities in the Electronic Funds Transfers Provisions section below:

You agree to monitor your Account and important Account information through your Online Banking Service, periodic statements for your Account, if applicable and important notices about your Account delivered by us electronically or by mail, in addition to any services or information you may receive through Mobile Banking.

You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using Online or Mobile Banking. You agree not to leave your personal computer or Device unattended while logged into Online Banking or Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you do, we will not be liable for any damage resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

You agree to notify us immediately if you lose, or change or cancel the number of your registered Device.

If you believe that someone may have unauthorized access to your Online Banking or Mobile Banking, you agree to contact us immediately so we can make necessary changes to protect your accounts.

You agree to comply with all applicable laws, rules and regulations in connection with Online Banking or Mobile Banking. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk, and you are responsible for compliance with local laws.

Your Indemnification Obligation. You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Service and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners and hold harmless its affiliates, officers, employees and agents from and against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to your use of the Service, unless such claim directly results from an action or omission made in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Entire Agreement. This Agreement, as it may be amended from time to time, together with any other disclosures or documents provided to you about your Services and Accounts, contains the entire agreement between you and supersedes any other or oral communications and previous agreements, if any, with regard to Services.

Governing Law. Any Account will continue to be governed by the laws described in the Account agreement. This Agreement will be construed and interpreted in accordance with federal law applicable to Services and to the extent not superseded by federal law, the laws of the state of Illinois without regard to conflict-of-law rules.

Description of WebConnect Online Banking Services. To use WebConnect you must have a username and select an online banking password in order to access your account. With WebConnect, you can access your account from any personal computer with Internet access. WebConnect is a service for our members. However, the privileges given under this service may be canceled at any time. You may use this service at any time, seven days a week. There may be some downtime. You are allowed only six (6) transfers by automatic overdraft, telephone transfers, personal computer transfers or preauthorized debits per month from your Regular Shares or Money Market shares under the same account. You may transfer any available balance, unless limited under another agreement.

The Credit Union reserves the right to refuse any transaction that would draw upon insufficient funds, lower an account below a required balance, or exceed the allowable number of transfers. The credit union also reserves the right to cancel a member's subscription to this service at any time, for any reason. Use of this service constitutes the user's agreement to the terms listed when logging in.

You can access your Credit Union accounts and process transactions 24 hours a day, seven days a week. Use Online Home Banking to:

- Check account balances
- Transfer funds between your checking, regular shares, money market shares, minor shares, or loan accounts
- Setup and receive on-line periodic statements by clicking on the e-Statement Selection Button
- Make check inquiries
- Place stop payment orders
- Change your WebConnect Online Banking username or password and your e-mail address registered with us
- Pay bills
- Check mortgage information
- Pay your GLCU mortgage
- Make remote deposits
- Plus more!

Description of Mobile Banking. Mobile Banking features and services may vary depending on the method of Mobile Banking we offer and method you select. We may limit the types and number of Accounts eligible for Mobile Banking. Mobile Banking may not be supportable for all device models or for all carriers at all times. GLCU cannot guarantee the availability of underlying data services provided by your mobile carrier, i.e. we are not responsible for carrier data outages or "out of range" issues. GLCU is not responsible for charges incurred to you by carriers. Currently three methods of Mobile Banking are available.

Mobile Apps are designed to run on smart phones, tablet computers and other mobile devices. GLCU has mobile apps for many Apple and Android devices. Blackberry devices should use Mobile Web described below. To download the mobile app for your device, visit the iTunes App Store or Google Play and search GLCU and look for

GLCU's Mobile

App image.



Mobile Finance Manager (MFM) is a downloadable application from a URL that resides directly on the device. To download the MFM Application, type <http://mobi.glcu.org> in your device's browser, click "Mobile Banking", click "Download MFM" below the login and follow the onscreen directions. To get started with mobile Web, type <http://mobi.glcu.org> in your mobile phone's browser, click "Mobile Banking", login with

your WebConnect login and password. You will be emailed a one-time use password, follow the email instructions.

SMS Text Messaging allows you to access available information via text messaging from your Device. To get started with SMS text messaging, type <http://mobi.glcu.org> in your device's browser, click "Mobile Banking", login with your WebConnect login and password. You will be emailed a one-time use password, follow the email instructions. Once inside Mobile Web, select option #6 (SMS Settings) and follow the onscreen directions. The most current Mobile Text Messaging commands are available by texting HELP to 86020. We may change these commands or number at any time.

GLCU eZDeposit Remote Check Deposit Service Description. GLCU eZDeposit is designed to allow you to make deposits of checks ("original checks") to your accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information ("images") to GLCU or our processor with your Device or Scanner.

Limits. We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

Eligible items. You agree to scan and deposit only checks (i.e. drafts drawn on a credit union, savings and loan, or bank, and payable on demand). You agree that you will not use GLCU eZDeposit to deposit:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you)
- Checks payable to you and another party who is not a joint owner on the account
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks previously converted to a substitute check, as defined in Regulation CC
- Checks drawn on a financial institution located outside the United States
- Checks not payable in United States currency
- Checks dated more than 6 months prior to the date of deposit
- Checks that have previously been submitted through this service or through a remote deposit capture service offered at any other financial institution

Requirements. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the

original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and “via remote deposit”. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

Receipt of Deposit. All images processed for deposit through GLCU eZDeposit will be treated as “deposits” under your current Terms and Conditions of Your Account Agreement (“Account Agreement” also known as “Truth in Savings” disclosure) with us and will be subject to all terms of the Account Agreement. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive.

Following receipt, we may process the image by preparing a “substitute check” or clearing the item as an image. We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images.

Original checks. After you receive confirmation that we have received an image, you must securely store the original check for 60 calendar days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 5 calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the original check by first marking it “VOID” and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an original check, the image will be the sole evidence of the original check.* You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Returned Deposits. Any credit to your account for checks deposited using GLCU eZDeposit Check Deposit is provisional. If original checks deposited through GLCU eZDeposit Check Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check

will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Hardware and Software. In order to use the service, you must obtain and maintain, at your expense, compatible hardware and software as specified by GLCU from time to time. GLCU is not responsible for any third party software you may need to use the service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

Fees. A fee may be charged for the Service. You are responsible for paying the fees for the use of the Service. Any fee that is charged will be disclosed prior to your deposit. GLCU may change the fees for use of the Service at any time. You authorize GLCU to deduct any such fees from any GLCU account in your name. If your deposit is returned unpaid, you authorize us to collect a fee as stated in our Schedule of Fees.

Your Warranties. You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other

disabling features that may have an adverse impact on our network, data, or related systems.

Compliance with Law. You will use GLCU eZDeposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

Termination. We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use GLCU eZDeposit service for any unauthorized or illegal purposes, or you use GLCU eZDeposit service in a manner inconsistent with the terms of your Account Agreement or any other agreement with us.

GLCU eZDeposit Unavailability. GLCU eZDeposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that GLCU eZDeposit is unavailable, you may deposit original checks at any of our branches.

Funds Availability. For purposes of funds availability, GLCU eZDeposit check deposits are considered deposited at an ATM of this financial institution. GLCU eZDeposit deposits confirmed as received will be credited to your account no later than the end of the second business day (i.e. Monday-Friday, non-holiday) following the day of deposit. Funds may not be available for immediate use or withdrawal.

GLCU eZDeposit Security. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if GLCU eZDeposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.