

Agreement and Disclosure

This Agreement is the contract that covers your and our rights and responsibilities concerning **Home Banking** Internet Banking Services offered to you. The words "you" and "yours" mean those who complete the **Home Banking** application online. The words "we", "us", and "our" mean Public Service Credit Union located at 7665 Merriman Rd. Romulus, Michigan 48174, phone number 734-641-8400.

By completing the **Home Banking** online registration, you agree to the terms and conditions governing your and our rights and responsibilities concerning the **Home Banking** electronic funds transfer service. Electronic funds transfers (EFT) are electronically initiated transactions involving your deposit and loan accounts at the Credit Union through your personal computer.

Home Banking Requirements

You must be a member in good standing and agree to the terms and conditions of Public Service Union's **Home Banking** Agreement and Disclosure.

To use **Home Banking**, you need a computer with Internet access and a web browser that supports at least 256-bit or higher encryption (such as Microsoft Internet Explorer; Firefox, Chrome, Safari).

PSCU is committed to providing the most secure Internet service. When you interact with PSCU on this secure site, all the information is encrypted or encoded. Encryption is a procedure for turning plain text or other information into an unrecognizable pattern of data. 256-bit encryption is the strongest form of Web browser encryption commonly available for use on the Internet, and you must use a browser that supports 256-bit encryption to access your accounts.

You are responsible for the set-up and maintenance of your computer and Internet access. We are not responsible for any errors or failures from any malfunction of your computer or any virus or other problems related to the use of the Internet Banking Services.

Home Banking Online Registration

You can register by going to our website www.pscunow.com, click on the "Home Banking: Login" button. Then click "**Sign-Up**" and follow the instructions. If you do not meet the requirements, your access will be canceled. You may contact a member services representative at 734-641-8400 for further assistance.

Home Banking Access

Upon approval, you may use your personal computer to access your accounts. You must use your **Home Banking** username and password and a security question to access your accounts.

Availability of Home Banking Internet Service

Home Banking services are generally available 24 hours a day, 7 days a week, 365 days a year **except** for those times that the system is unavailable due to back-up procedures or maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts.

We may modify, suspend, or terminate access to the **Home Banking** Internet Banking Services at any time and for any reason without notice.

Home Banking Services

You can use **Home Banking** to access all accounts that are linked to your social security number. At your request, you may remove access to any account or sub-account that has your social security number.

At the present time, you may use the following **Home Banking** services:

Account Information - You may review balances and transaction history on all accounts and sub-accounts existing under your username. Your account balances are online and include all transactions that have been posted to your account up to that point in time. However, the availability of funds for transfer or withdrawal may be limited due to our Funds Availability Policy. The transaction history information may be limited to recent account information involving your accounts.

Transfers - You may make transfers to your accounts or other accounts that you are authorized on as often as you like except for those accounts with transfer limitations as disclosed when you opened the account and any amendments to that disclosure. Transfers and bill payments from your savings and club accounts will be limited to a total of six (6) (Federal Regulation D) in any one calendar month. You may transfer or withdraw up to the available balance in your account at the time of the transfer, except as limited under this Agreement or your deposit. Courtesy Pay funds are not accessible for transfers. We reserve 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.

Transactions involving your accounts will be subject to the terms of your Membership and Account Agreement; and transactions involving a line of credit account or Home Equity Loan will be subject to your Credit Agreement and Disclosures, or your Home Equity Agreement and Disclosures, as applicable.

Apply for a Loan - You may make an application for a loan. You will be notified by telephone of the disposition of your application.

Request a Check - You may request a check withdrawal from any savings, checking or club account (excluding Christmas, IRA, and Certificate of Deposit accounts). You can also request a check withdrawal from a Line of Credit, if applicable. A check will be issued payable to the member and mailed to the address on record at the Credit Union.

Reorder Checks - You may reorder additional checks in the same format as your last order from us. This request will be completed via the Harland Clarke website.

Stop Payment - You may request a stop payment order for a check from your checking account. Requests made after 2:00 PM Central Time may not be effective until the following business day. A **Home Banking** stop payment request will serve as a substitute for a verbal order. Refer to the current PSCU Fee Schedule for the Stop Payment fee. You cannot place a Stop Payment on Debit Card or ACH transactions. If you choose to enter a specific dollar amount, all checks written with that amount will be stopped. You are accepting responsibility for placing the correct stop payment information. You are responsible for all fees incurred resulting in this stop payment order. The stop payment will be effective 24 hours after the first business day. The stop payment order is effective for 14

days from placement. Stop payments longer than the default 14 days requires signature authorization. Please contact a Credit Union member service representative at 1-734-641-8400.

E-mail - You may send secure communications directly to the Credit Union from within the Home Banking application. However, the Credit Union may not immediately receive e-mail communications that you send, and the Credit Union will not take action based on e-mail 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 734-641-8400.

Change Password - You may select a new password for your account access at any time.

Bill Pay Service – You can use our I-Pay Bill Payment Service to pay bills on an automatic, recurring basis or periodically as you request. While the I-Pay service is accessed through your Home Banking, it is a separate service with its own fees and agreement. Please refer to the Bill Payment Agreement/Disclosure and the PSCU fee schedule for additional information about this service.

Remote Deposit Capture – You can use our Remote Deposit Capture (RDC) service to deposit your valid paper checks remotely by electronically transmitting a digital image of the paper check for deposit. While the Remote Deposit Capture (RDC) service is accessed through your Home Banking, it is a separate service with its own fees and agreement. Please refer to the Remote Deposit Disclosure and Agreement and the PSCU fee schedule for more details.

Pay your PSCU loan or Elan Visa credit card – You have the ability to make a payment to your PSCU Loan or Elan Visa credit card from a non-PSCU account. You must agree to the terms and conditions set forth when utilizing these separate services, including the Privacy Policies and the Terms of Use.

Set up E-Alerts for your account – You can choose what type of alerts you would like to get for your account. You can elect to receive these alerts via email or text. Please be aware that data message fees may apply from your cellular service provider. Please refer to the **Text Message Banking Services Terms and Conditions Disclosure** for further details.

Excel or Microsoft Money - You may download your account information to financial management software programs, if applicable.

Authorized Use

Your username and password will be your **Home Banking** home signature and you can use it to access all accounts that are linked to your social security number. You agree that the use of your Login credentials will have the same effect as your signature authorizing the transaction(s). When using the Service to conduct transactions, you agree that Public Service Credit Union may debit your account to complete the transactions or honor debits for which you have not signed. Members that are joint owners on other accounts will also have access to those accounts. At your request, you may remove access to any account or sub-account that has your social security number.

Security of Username and Password

You are responsible for safekeeping of your username and password. You agree not to disclose or otherwise make your username and password available to anyone not authorized to sign on your accounts. If you fail to maintain the security of your username and password and Public Service Credit Union suffers a loss, we may terminate your **Home Banking** account services immediately. Revealing your username and password will grant access to those accounts by unauthorized individuals.

To ensure the security of your **Home Banking** account, we will return you to the Log On screen if no activity has occurred within ten (10) minutes.

Member Liability

You are responsible for all transfers you authorize under this Agreement. If you permit other persons to use your username and password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your username and password or accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For unauthorized transactions, if you tell us within two (2) business days, you can lose no more than fifty dollars (\$50.00) if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or user name and password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as five hundred dollars (\$500.00).

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized transactions..

If you believe that someone has used your username and password or has transferred or may transfer money from your account without your permission, call us at 734-641-8400 immediately.

Immediately change your password if you think it has been compromised. You can refer to your EFT Agreement for further details. The EFT Agreement can be found on the PSCU website www.pscunow.com.

Data Recording When you access the Service to conduct transactions, the information you enter may be recorded. By using the Service, you consent to such recording.

Business Days

Our business days are Monday through Friday, excluding holidays.

Fees and Charges

Currently there are no fees to use **Home Banking**. All standard fees (NSF, Stop Payment, etc.) set forth in our current fee schedule. PSCU reserves the right to charge for **Home Banking** account access or transactions in the future. You will be given at least 30 days advance notice before PSCU implements any changes to fees or adds any new fees for **Home Banking** service.

Right to Receive Statements

By Registering for Home Banking, you will be receiving your future account statements through "Public Service Credit Union" eStatement online service. You also agree to receive certain notices from the Credit Union electronically. We are pleased to make this service available to you at no additional cost. You understand that your statements will include information concerning both your Share/Deposit

Accounts and Loan/Credit Card Accounts with the Credit Union, and may include disclosures required under the Truth-In-Lending Act, the Electronic Funds Transfer Act, the Truth-In-Savings Act and/or similar consumer disclosure laws. You agree to the receipt of these consumer disclosures in electronic format described herein. Please refer to the E-Statement Disclosure Agreement for further details.

If you are signed up for e-statements, you will be notified by email each time that a new statement becomes available for your inspection. It is your responsibility to access the statement. You can gain access to your account statements by using any type of computer connected to the Internet and using Adobe Acrobat Reader 8.0 or higher. The "Public Service Home Banking" site includes links to the sites from which you can download all the required software. You will need a printer if you want to create a paper copy of your statements. By requesting to receive your statements electronically, you are telling the Credit Union that you have printing capabilities.

By submitting this request, you authorize the Credit Union to discontinue sending statements via postal mail service and begin sending your statement information electronically. You understand that the statement information received from Public Service Credit Union will be encrypted and password protected for your security. You may simply contact the Credit Union at (888) 921-7728 (PSCU) or contact us at msronline@pscunow.com if you wish to discontinue the electronic delivery and return to standard statement delivery.

For members who want to continue receiving a traditional paper statement, your account will be assessed a monthly statement fee. Please refer to our current fee schedule for the fee amount. The fee will be debited from your share or share draft account. Contact us at msronline@pscunow.com, please include your name, account number and request to continue receiving a paper statement.

Account Information Disclosure

We recognize the importance of protecting the confidentiality of our members' personal information. Personal information includes all of the personally identifying information that you provide us in connection with your account and your use of Home Banking. However, we may disclose personal information about you to third parties in certain instances:

1. Where it is necessary for completing transfers or otherwise carrying out your instructions; or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. in order to comply with applicable laws, government agency rules or orders, court orders, subpoenas or other legal process;
4. If you give us written permission; or
5. In order to provide you with information about products and services that we believe will be interesting to you.

Please refer to our Privacy Notice for more information.

Credit Union Liability for Failure to Make Transfers

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. However, there are some exceptions. We will not be liable for instance:

1. If through no fault of ours, you do not have available funds 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. Courtesy Pay funds are not accessible for transfers.
2. If you used the wrong password or you have not properly followed any applicable computer or Credit Union user instructions for making transfer and bill payment transactions.

3. If your computer fails or malfunctions or the **Home Banking** service was not properly working, and such problem should have been apparent when you attempted such transaction.
4. If circumstances beyond our control (such as fire, flood, telecommunication outages, strikes, equipment or power failure) prevent making the transaction.
5. If the funds in your account are subject to an administrative hold, legal process or other claim.
6. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer or in the event we receive conflicting information.
7. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system or Internet Service Provider.
8. If you do not exercise care to safeguard your system and prevent its misuse by other persons (for example, use of your login credentials).
9. If there are other exceptions as established by the Credit Union.

Termination of Electronic Fund Transfer Services

You agree that we may terminate this Agreement and your electronic fund transfer services if you, or any authorized user of your **Home 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 password.

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.

Home Banking services may be terminated to those members that cause a loss to the Credit Union

This cancellation applies only to your Home Banking services and does not terminate your other relationships with us. We may terminate your participation in Home Banking for any reason, at any time. We will try to notify you in advance, but we are not obliged to do so.

Notices

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least thirty (30) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

Governing Law

This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Michigan where you opened your account and the By-laws of the Credit Union as they now exist or may hereafter be amended. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of this Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement between us.

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.

Error Resolution

In case of errors or questions regarding your **Home Banking** transactions, call us at 734-641-8400 or write to us at Public Service Credit Union, 7665 Merriman rd. Romulus, Michigan 48174 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 or error appeared.

1. Tell us your name and account number.
2. Describe the error or the 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.
3. 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 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 the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (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 ten (10) business days, we may not re-credit your account.

If it is determined there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

Third Party Websites

The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third-Party Websites are not under our control. We are not responsible for the content of any Third-Party Website or any link contained in a Third-Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service or any other services provided in connection with it is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification, or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third-Party Website or for your use of or inability to use such website. Access to any Third-Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

Text Message Banking Services Terms and Conditions Disclosure:

You hereby acknowledge and accept that each message is sent to you without being encrypted and will include certain information requested on your credit union account(s).

You may request and receive text messages concerning your accounts on any text-enabled cell phone. It is your responsibility to determine if your cell phone service provider supports text messaging and your telephone is capable of receiving text messages. The credit union's text alert messages are subject to any of the terms and conditions of your agreement(s) with your cell phone carrier. You are responsible for

any fees imposed by your cell phone service provider even if your use of the text alert service causes those fees to change.

Once you activate your cell phone for this service, YOU are responsible for keeping any personal information in your cell phone secure. For your protection, you agree to:

1. Login to home banking and cancel your text alert service if you cancel your service with your cell phone provider.
2. Login to home banking and cancel your text alert service if your cell phone is lost or stolen.
3. Login to home banking and cancel or edit your text alert service if you change your cell phone provider or change your cell phone number.
4. Erase your 'Sent Messages' and 'Inbox' that may contain your text alerts or other sensitive information.
5. Login to home banking and cancel or edit your text alert service at any time that you wish.

You acknowledge, agree and understand that your receipt of any text alert messages may be delayed or prevented by factor(s) affecting your cell phone service provider and/or other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of any message. You agree to not hold the credit union, including its agents, employees, or volunteers, liable for any losses, damages or costs that may arise in whole or in part, from:

- (a) a non-delivery, delayed delivery, or the misdirected delivery of any message;
- (b) inaccurate or incomplete content in any message; or
- (c) your reliance on or use of the information provided in any text alert service message for any purpose.

The credit union provides this service as a convenience to you. We do not use text messaging for any purpose not included in this system and will not respond to text messages sent to us. A text alert message does not constitute an official record for the account to which it pertains. The credit union reserves the right to terminate this service without prior notice to you. All provisions of any agreements or disclosures previously made pertaining to your credit union accounts remain in effect and are not superseded or amended by this agreement.

MOBILE BANKING Terms and Conditions

You understand that to use Mobile Banking, you must have already registered for Home Banking. Mobile Banking is offered as a convenience and supplemental service to our Home Banking services. It is not intended to replace access to Home Banking or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your account information, transfer funds, and conduct other banking transactions. All applicable provisions found in the Home Banking Agreement and Disclosure apply to the Mobile Banking Terms and Conditions.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We also reserve the right to modify the scope of the service at any time.

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by law.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the service may not be compatible with all devices. The Credit Union cannot guarantee and is not

responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

Use of Service.

You agree to accept responsibility for learning how to use Mobile Banking and agree that you will contact us directly if you have any problems with Mobile Banking. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your device. We will not be liable to you for any losses caused by your failure to properly use the service or your device.

Account Ownership/Accurate Information.

You represent that you are the legal owner of the accounts and other financial information, which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the device you will use to access Mobile Banking.

User Security.

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. You agree not to store your password in your device. If you permit other persons to use your device with your login information, or by other means (i.e., "Touch ID") enable their access to Mobile Banking through your device, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you.

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.