



## Online Banking Disclosure

This Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Online Banking Service ("Services"). It also describes the rights and obligations of Zeal Credit Union ("Credit Union"). Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

**1. Definitions:** The following definitions apply in this Agreement:

- "Authorized Representative" refers to a person with authority (with respect to the account);
- "PC" means your personal computer, or other device with an internet browser which enables you, with the Internet browser and ISP, to access your Online Account;
- "Bill Payment" is the online service that enables the scheduling of bill payments using a PC;
- "ISP" refers to your Internet Service Provider;
- "Online Banking" is the internet-based service providing access to your Zeal account(s);
- "Online Account" means the Zeal account from which you will be conducting transactions using a Service;
- "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
- "Time of day" references are to Eastern Standard Time;
- "User ID" is the identification code assigned to you for your connection to the Service;
- "We", "us", or "Credit Union" refer to Zeal Credit Union which offers the Services and which holds the accounts accessed by the Services; and "You" or "your" refers to the owner of the account or the authorized representative

**2. Online Banking.** If Online Banking is activated for your account(s), you will be required to use secure login information to access the account(s).

This service allows you to access all your Credit Union accounts via the Internet 24 hours a day, seven days a week. You can transfer funds between your Credit Union accounts as well as make external transfers. In addition, you can view check images, receive your statements, change your address, order checks, and much more.

During Online Banking registration, you will be asked to validate your membership by keying in your address, social security number/tax identification number, date of birth, and contact information. Once your application is approved, you will be able to login to the online banking system.

After the initial login, you will be presented an enhanced security login page where you will be required to change your username and password and provide at least one phone number or email address. This contact information is required and will be used to contact you in the event there is a login from a computer we do not recognize or you request your password to be changed.

If you have forgotten your password or are locked out of Online Banking, you may use the "I can't access my account" feature on the login page to have a one-time password sent to you or you may contact us at 1-800-321-8570, ext. 6500 and speak with a representative. The representative will provide you with a new temporary password that you may use to log into Online Banking and then create a new password.

At the present time, you may use Online Banking to:

- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings, checking, loan, and certificate accounts.
- Make loan payments from your savings and checking accounts.
- Access your line of credit accounts.
- Access your credit card account.
- Access pre-qualified loan offers.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- Obtain account history.
- View your periodic statements.
- Apply for a loan.
- Initiate a wire transfer, check order, ATM, or debit card order.
- View cleared check images.
- Verify next scheduled loan payment and maturity date for certificate accounts.
- Perform Member to Member Transfers - you can transfer funds from your Credit Union checking, savings or loan Accounts to checking, savings or loan accounts in another Credit Union member's name.
- Process a stop payment on a check.
- Update address.
- Make account to account transfers, see separate Terms and Conditions for more details.

At this present time for business accounts or other entity accounts you may use Online Banking too:

- Transfer funds from your business savings to checking accounts
- Transfer funds from business accounts to personal accounts
- Obtain balance information from your savings and checking accounts.
- Determine if a particular item has cleared.
- View cleared check images.
- Obtain account history
- View your periodic statements.
- Process a stop payment on a check.
- Reorder Checks
- Updates address
- Share account Access (See separate disclosure if elected)

Your accounts can be accessed under Online Banking via PC. Online Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Online Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

**3. Mobile Banking.** If Mobile Banking is activated for your account(s), you will be required to use secure login information to access the account(s).

This service is offered as a convenience and supplemental service included in our Online Banking services. It is not intended to replace access to Online Banking from your PC. Mobile Banking allows you access to your Credit Union account information, make payments to payees, transfer funds and conduct other banking transactions using the same username and password utilized to access Online Banking. To utilize Mobile Banking services, you must be enrolled in Online Banking.

At the present time, you may use Mobile Banking to:

- Perform inquiries on accounts,
- Transfer funds between your savings and checking accounts.
- Transfer funds from your savings or checking accounts to make a loan payment.

- Access your credit card account.
- Access pre-qualified loan offers.
- From your designated checking account, pay any designated merchant, institution or individual in accordance with this agreement a fixed recurring amount or a variable amount “on demand.”
- Make deposits using Mobile Deposit; see separate Terms and Conditions for more details.
- Make account to account transfers, see separate Terms and Conditions for more details.

At the present time, for business accounts or other entity accounts you may use Mobile Banking to:

- Perform inquiries on accounts.
- Transfer funds between your savings and checking accounts.
- Transfer funds from your business savings or checking accounts to your personal checking or savings accounts.
- Make deposits using Mobile Deposit; see separate Terms and Conditions for more details
- Make bill payments to preauthorized creditors

Your accounts can be accessed under Mobile Banking via mobile device or other approved access device(s), using an application on that device. Mobile Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Mobile Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

- 4. Bill Pay.** Bill Pay is offered through Fidelity National Information Services, Inc. (FIS) to members who use Online/Mobile Banking. Bill Pay allows you to make payments to merchants, other institutions or individuals from your designated Checking account via the Internet. You can make one-time payments as well as set up recurring periodic payments.

When you apply for Bill Pay through FIS, you must designate one or more Checking account(s) as the account(s) from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. You are not permitted to designate governmental agencies or courts. The Credit Union reserves the right to not allow the designation of a particular merchant or institution.

At the present time, you may use Bill Pay to:

- From your designated Checking account, pay any designated merchant, institution or individual in accordance with this agreement a fixed recurring amount or a variable amount "on demand."
- Obtain information (payee information, payment status information, etc.) about your Bill Pay account.

You may stop payment on a Bill Pay transaction if the payment has not yet been processed. Simply select "Cancel" next to the payment in the "Pending Payments" section of the "Make Payments" summary screen. If you have questions regarding a stop payment, you may contact us at 1- 800-601-5911.

Monthly Fee - See the current Service Fee Disclosure found on our web site, [www.zealcreditunion.org](http://www.zealcreditunion.org).

The following limitations on Bill Pay transactions may apply:

- Payments cannot be made from any account in an unavailable status, such as a dormant or inactive account or an account with a pledge, or from any account subject to legal process or other encumbrance restricting the transfer.
- If you initiate a bill payment which creates an NSF, the Bill Pay Account will be blocked from access. All payments in Bill Pay are SUSPENDED during the blocked period. If the payment is by check, and the check has not cleared, the Bill Pay service will stop the check. If the payment was electronic, the Bill Pay provider will attempt to collect funds up to two (2) times, and an insufficient funds fee will be collected for each attempt where the funds are not available in the account.
- The transaction limit per bill pay is \$9,999.99 and the aggregate daily transaction limit is \$19,999.99.

Bill Pay Inactivity - If you do not access Bill Pay or pay any bills for a period of 12 consecutive months, your access privileges may be cancelled. You can reinstate these privileges simply by registering at [zealcreditunion.org](http://zealcreditunion.org). Once an account has been cancelled all history, including but not limited to payees and payments information, will be removed.

- 5. TRANSFER LIMITATIONS.** For all Ultra Savings, High Yield Savings, Vacation Club, Christmas Club, and Money Market accounts, you may be limited to no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.
- 6. ADDITIONAL SERVICES.** New services may be introduced for Online Banking from time to time. Zeal Credit Union will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.
- 7. SCHEDULE OF FEES.** Zeal Credit Union offers the benefits and convenience of the Online Banking Service to you free. There may be certain charges for Online Banking Services as set forth on the Rate and Fee Schedule related to the Membership, as amended from time to time.

- 8. STATEMENTS.** You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.
- 9. USE OF YOUR SECURITY PASSWORD.** You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:
- Do not give out your account information, Password, or User ID;
  - Do not allow multiple users access to your phone via Touch ID;
  - Do not leave your PC unattended while you are in Zeal Credit Union's Online Banking Site;
  - Never leave your account information within range of others; and
  - Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system. If you believe your User ID and Password has been compromised, or if you suspect any fraudulent activity on your account, call Zeal Credit union immediately at 800.821.8570 ext. 6500. Telephoning Zeal Credit Union is the best way of minimizing your losses and liability. The Password change feature within the Online Banking section of the Web site can be used to change your Password.

**You should not supply any account or password information or other information of a confidential nature.**

- 10. ELECTRONIC MAIL (E-MAIL).** If you send the Credit Union an e-mail message, Zeal Credit Union will be deemed to have received it on the following business day. NOTE: E-mail transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for confidential information such as account numbers, Password, account information, etc. via any general or public e-mail system. If you wish to contact us electronically, please use the Secure Email link provided in our Online Banking site.

### **Term and Termination**

**Term.** This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.

**Termination for Cause.** We may immediately terminate your electronic banking privileges (including the Bill Payment Service for consumer accounts) without notice to you under the following circumstances:

1. You do not pay any fee required by this Agreement when due or
2. You do not comply with this agreement or any other agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

**Termination for Convenience.** To terminate this Agreement, you must notify Zeal Credit Union and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. You may notify the Credit Union by one of the following methods:

- By calling (800)321-88570 ex. 6500
- By writing a letter and either sending it to the following address:  
Attention: Zeal Credit Union  
PO Box 51700  
Livonia, MI 48151-5700
- or giving it to a Customer Service Representative at any Zeal Credit Union branch location.

We may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 90-day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

**11. CONSUMER LIABILITY.** You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

**TELL US AT ONCE** if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit). If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

During Business Hours: (734) 522-3700 ext.6500  
After Business Hours: U.S. (888) 241-2510 Outside U.S. (909) 941-1398

or write to:

Zeal Credit Union  
PO Box 51700  
Livonia, MI 48151-5700  
Fax: (734) 466-6151

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**12. OUR LIABILITY.** This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking or Bill Payment services accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking and Bill Payment services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will not be liable to you in the following instances:

1. If through no fault of the Credit Union, you do not have enough money in your account to make the transfer.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
3. If there is a hold on your account, or if access to your account is blocked, in accordance with Credit Union policy.
4. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
5. If your transfer authorization terminates by operation of law.
6. If you believe someone has accessed your accounts without your permission and you fail to notify the Credit Union immediately.
7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.



IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

**13. BILLING ERRORS.** In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

(734) 522-3700 ext. 6500

or write to:

Zeal Credit Union

PO Box 51700

Livonia, MI 48151-5700

memberservices@zealcu.org

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the Credit Union has made 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 ten (10) business days.

We will determine whether an error has occurred within ten (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\*\* days to investigate your complaint or question. If we decide to do this, we will 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 credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

\* If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

\*\* If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

**14. REVERSAL OF TRANSACTION** — We will reverse and recredit to your account an electronic fund transfer initiated by you for the purchase of goods or services from a third party if you dispute the purchase of goods or services of \$50.00 or more. You must notify us within four (4) calendar days of the transaction that you have made a good faith attempt to resolve the dispute with the merchant, that you have returned or attempted to return the goods or services, and that you request a reversal of the transaction.

If your request is oral, we may require that you verify the request in writing within 14 calendar days following oral notice. If you do not provide us with written verification, we may reinstate the original transaction amount.

**15. INDEMNIFICATION.** You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Payment account.

**16. THIRD PARTIES.** We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Microsoft (Microsoft Internet Explorer browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Bill Payment account.

**17. VIRUS PROTECTION.** Credit Union is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

**18. OTHER AGREEMENTS.** In addition to this Agreement, you agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service or the Bill Payment Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures.

**19. CHANGES AND MODIFICATIONS.** Zeal Credit Union may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

**20. ASSIGNMENT.** We may assign this Agreement to an affiliate of the Credit Union or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

**21. PERIOD STATEMENTS.** Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

**22. ACCOUNT INFORMATION DISCLOSURE.** We will disclose information to third parties about your account or the transfers you make:

- As necessary to verify or complete a transaction;
- To verify the existence of your account upon the request of a third party;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To provide information to credit reporting agencies;
- To comply with government agency or court orders; or
- If you give us your written permission.

**23. BUSINESS DAYS.** Our business days are Monday through Friday, excluding holidays.

**24. GOVERNING LAW.** This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Michigan, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located. The name and address of the governmental agency regulating the Credit Union is:

Department of Insurance and Financial Services  
Office of Credit Unions  
P.O. Box 30220  
Lansing, MI 48909-7720

**25. ENFORCEMENT.** You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.