

# MERCY CREDIT UNION

## Home Banking Terms & Disclosure

### Introduction:

This page explains the terms and conditions for using our Home Banking Service and provides certain disclosures and information to you concerning the service. Each of your accounts at Mercy Credit Union is also governed by the applicable account disclosure/agreement and Truth In Savings disclosure you received when you opened your account.

### How To Access Your Accounts:

To access your accounts through our Home Banking service, you must have your account number and a Home Banking password. This information is requested when you enter our Home Banking pages.

The password that is used to gain access to your information should be kept confidential, just as you would keep other PIN numbers and security codes confidential. For your protection we recommend that you change your Home Banking access password regularly. It is recommended that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money between your accounts without your permission, notify Mercy Credit Union at once at (417) 820-2931 .

You cannot use E-mail to initiate transactions, change information or inquire on your account (s). We will not respond to these types of requests via E-mail since we cannot be certain we are corresponding with you. Please use the appropriate functions within our Home Banking service, call (417) 820-2931 or visit the credit union for these functions.

To get an initial password for the Home Banking service, apply on line, visit the credit union office, or call us at (417) 820-2931 .

### Fees:

There is currently no fee for accessing your account(s) through our Home Banking service. We reserve the right impose / change the fee amount, if necessary, after providing 30 days notice to all users at the Home Banking login page and/or e-mail address.

Your Internet service provider (ISP) probably charges you a fee to access the Internet via its server. We have no control over ISP related fees.

### Available Services and Limitations:

The following functions may be performed by members through the service:

- **Transfers:** You may transfer funds between your Share or Loan Accounts as the account agreements may allow.
- **Check Withdrawals:** You may request a check be mailed to you from your account.
- **Account Balances:** You may view your share and loan account balances. Because the main credit union computer system is not connected to the Internet, it is possible that some transactions that affect these balances, and have been processed by the credit union, are not yet included in the balance at the time you view it. In addition, there may be drafts written against your balance, or other electronic items such as debit card transactions, that have not yet been presented to the credit union for payment. The information regarding your account balances on this website is provided to you as a courtesy pursuant to your request. For members that have filed a petition seeking bankruptcy protection under any chapter of the U.S. Bankruptcy Code, no demand for payment is hereby made, and the information provided is not to be construed as an attempt to collect or recover any claim or debt in violation of the provisions of 11 U.S.C. Section 362.
- **Transaction history:** You may view the transaction history for any loan or share account. The main credit union computer system is always the official record of account history.
- **Download Transactions:** You may download transactions in various formats (as available on our site) for import into personal financial software programs such as MS Money®.
- **Check orders:** You may reorder checks and/or view and order new check styles available through Liberty Check Printers and the credit union.
- **Check search:** You may search for drafts that have cleared your account. You may also list clearings by date cleared or by check number. The oldest check available will vary but dates will go back, at a minimum, to your last regular statement date.
- **Password Changes:** If you are an Home Banking user, you may change your password at any time from within the Home Banking section. For your protection we recommend that you change your Home Banking password regularly.
- **Additional Services:** From time to time, we will announce additional services which are available through our Home Banking. Your use of these services will constitute acceptance of the terms and conditions presented at the time they are announced. We reserve the right to limit access or cancel on-line access at any time.

### Business Day:

Our business days are Monday through Friday. Holidays are not included.

### Operating Systems and Security:

Our Home Banking site is designed to operate using world wide web technologies and protocols which are adaptable to a wide range of systems. The Home Banking section uses SSL encryption and requires a browser with a current (unexpired) Thawte Root CA Security Certificate. Some older browsers may not be able to connect to the site without first updating the browser security certificate. Our server uses 40 to 128 bit encryption, depending on the user's browser.

We use cookies to help us administer the Home Banking section. Some browsers allow you to reject cookies from servers. If you don't allow us to set a cookie upon entering the site, you will not be able to log in. The cookie we set contains information we need for security, and allows us to 'time out' your authority to

view information. We place the cookie with instructions that it can only be sent to a server in our Home Banking domain (homecu.net). A cookie cannot be used to extract data from your PC. We do not store your Access Code, User Id or Password in your cookie.

The cookie we set will 'time out' your access authority to our Home Banking section. Until it times out, you can come back to our Home Banking without logging in. After the time out period, you will need to log in again. Remember, most browsers will let you use a BACK button to view previously visited documents, even if your viewing authority has expired. For this reason, the only way to keep others from viewing your account balance is to exit the browser when you are finished with your session. The best way is to completely close out of the Internet entirely, so the next person to get on will have to start with a new connection and a new browser. This is especially important if you are using a public or shared computer.

#### **Privacy:**

Our Home Banking database is a private system operated for the exclusive use of our members. We use SSL encryption and digital server authentication to insure the privacy of your information when sending data between our Home Banking server and your PC.

All Home Banking logins are logged by the server. For authenticated members who use Home Banking, we collect and store certain information such as how often you visit the Home Banking section, dates and times of visits and which pages are being used. We use this information for internal review and product evaluation only. We never sell, transfer or trade this information unless we are compelled to do so by law.

We may gather and store additional information available to us on failed login attempts and other activity we consider a threat to our system. In these cases, we will share this information with other companies, agencies and law enforcement officials as we determine necessary or as we are required by law.

#### **Protecting Children's Online Privacy:**

We do not knowingly collect, nor is our Home Banking site designed or directed, to use personal information from children under the age of 13 without containing verifiable consent from their parents. Should a child whom we know to be under the age of 13 send personal information to us, we will only use that information to respond directly to that child, seek parental consent or provide parental notice.

#### **Liability for Unauthorized Transfers:**

Tell us AT ONCE if you believe your password has been lost or stolen and immediately change your password from within the Home Banking section. Calling is the best way to notify us immediately. You could lose all the money in your account. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your password without your permission.

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 not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason kept you from telling us, we will extend the time periods.

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

**(417) 820-2931**

*or write:*

**Mercy Credit Union**

**1444 E. Sunshine, Springfield, Mo 65804**

#### **Statements:**

All transactions generated by you through our Home Banking service and any Home Banking fees will appear on your monthly or quarterly statement.

#### **Our Liability:**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement/disclosure with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer;
- If the Home Banking equipment or software was not working properly and you knew about the breakdown when you started the transfer; If circumstances beyond our control (such as fire, flood or power failure) prevent the transfer despite reasonable precautions that we have taken.

We shall not be responsible for any other loss, damage or injury whether caused by the equipment, software and/or the Home Banking service, nor shall we be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software and/or service, except where the law requires a different standard. We do not make any warranties concerning the equipment, the software or any part thereof, including, without limitations, any warranties of fitness for a particular purpose or warranties of merchantability.

#### **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.

**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.

**Errors and Questions:**

In case of errors or questions about your electronic transfers, telephone us at (417) 820-2931 or write us at 1444 E. Sunshine, Springfield, Mo 65804 as soon as you can. We must hear from you no later than sixty (60) days after you learn of the error. You will need to tell us:

- Your name and account number
- Why you believe there is an error and the dollar amount involved
- Approximately when the error took place.

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 and correct any error promptly. If we need more time, we may take up to forty-five (45) days to investigate the complaint, but you will have the use of the funds in question after the ten (10) business days. 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 during the investigation.

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

If you need more information about our error resolution procedures, call us at the telephone number shown above.