



## **Online Banking, Bill Payer, and eStatement Agreement**

This Agreement and Disclosure provides information about the Bill Payer and Online Banking (Online Banking) services and contains the disclosures required by the Electronic Funds Transfer Act.

For the purpose of this document, I, me, my, and mine shall refer to each Depositor who signs up for Online Banking. You, your, or Credit Union shall refer to Metro Health Services Federal Credit Union (Metro Credit Union) the financial institution at which the Depositor has the deposit account accessed through Online Banking. All references to time of day in this Agreement and Disclosure refer to Central Time.

### **A. Bill Payer and Online Banking**

Online Banking is a consumer electronic banking service. I may access Online Banking through Metro Credit Union's website on the internet or the Credit Union's mobile app.

### **B. Designation of Primary Account**

I understand that in order to use Bill Payer, I must have a checking account with Metro Credit Union. The checking account must be designated as my primary account and will be treated as the primary checking account for transactions accomplished through Bill Payer Service. It is not necessary to have a checking account to use the Online Banking Product.

### **C. Equipment and Technical Requirements**

I understand for Online Banking and Bill Payer access that I am required to acquire the equipment necessary (e.g., computer and internet access).

### **D. Banking Day**

Metro Credit Union's business days are Monday through Friday from 8:00 am to 5:00 pm, not including Federal Holidays.

### **E. Service Available through Online Banking**

The Online Banking service allows me to:

1. Transfer funds electronically within my Metro Credit Union Account (Internal Transfers);
2. Transfer funds electronically to my Metro Credit Union Account (including loans) from accounts held at other U.S. Financial Institutions (External Transfers/Electronic Payments);
3. Obtain account information within my Metro Credit Union Account;
4. Obtain certain Metro Credit Union product and service information; and

The Bill Payer service allows me to:

1. Access my designated account(s) to pay most bills (Bill Payments).

Collectively, these are referred to as the Online Banking.

### **F. General Information about Online Banking:**

I may use Online Banking virtually anytime, day or night, 7 days a week. However, Online Banking may be temporarily unavailable due to Metro Credit Union's record updating, or technical difficulties. In addition, access to Online Banking is made available pursuant to a license agreement by and between Metro Credit Union and Alkami, Inc. Any interruption of service or access caused by Alkami, Inc. will also prevent my use of the service. To utilize the services, I will need to enter my User ID, Password and otherwise satisfy the system's security procedures.

### **G. Online Banking Transaction Procedures (i.e., Internal Transfers)**

Online Banking Transfers and Loan Payments occur as follows:

Transfers, Withdrawals, and Loan Payments performed through Online Banking are real time, and the funds are removed or transferred from the designated account immediately.

## H. Bill Payments

1. Account Designation and Payees. Bill Payments I make through Bill Payer will be deducted from my designated funding account. Any payee I wish to pay through Bill Payer must be payable in U.S. Dollars and located in the United States. Each payee must appear on the payee list I create with you and the account I am paying with must be in my name, my spouse's, or my children's names. I may not use Bill Payer to make payments contrary to Federal or Nebraska Law, or to categories of payees that you establish from time to time.

2. Processing. Funds will be taken out of my designated account on the Scheduled Initiation Date entered by me. Bill Payments are Electronic Bill Payments are delivered to the payee within two business days of the Scheduled Initiation Date. A check will be sent in cases where the payees are not set up to receive electronic payments. In the case of checks, I must allow sufficient time (2 business days plus additional mailing time) for Bill Payer to receive my request and process the Bill Payments so that the funds can be delivered to the payee before the payment due date, or for mortgage payments, on or before the due date (the due date shown on my invoice or provided in my agreement with the payee, not taking into account any grace period provided by the payee). If I do not allow sufficient time, I will assume full responsibility for all late fees, finance charges, or other actions taken by the payee. If I schedule my payment with sufficient time, and the payment was not received by the payee or was received late, Bill Payer Customer Service will assume responsibility.

Metro Credit Union is responsible only for exercising ordinary care in making payments upon my authorization and for mailing or sending a payment to the designated payee. Metro Credit Union is not liable in any way for damages I incur if I do not have sufficient funds in my account to make the payment on the processing date, if the estimate of time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to account correctly for or credit the payment in a timely manner, or for any other circumstances beyond the control of Metro Credit Union. Moreover, to take advantage of this service, I must keep Bill Payer Customer Service aware of any changes in my current home or business phone numbers. In all cases, I am responsible for either making alternate arrangements for the payment or rescheduling the payment through Bill Payer. In no cases will you automatically resubmit a payment for me after funds have become available.

## I. External Transfers and Electronic Payments

- External transfers are transfers between my designated deposit accounts (e.g., checking, savings) with Metro Credit Union and account(s) held at other financial institutions. By initiating an external transfer through Online Banking I authorize Metro Credit Union to initiate a debit entry into my deposit account at the requested United States depository financial institution. I agree to provide Metro Credit Union with a routing and an account number. I acknowledge that the origination of the external transfer into my account must comply with United States law. There is a 2 business day delay for funds to be received and credited to my account. External transfers initiated after 4 PM CT will process on the next business day.
- Electronic Payments are loan payments originated through Online Banking. I authorize Metro Credit Union to initiate an Automated Clearing House (ACH) transaction to debit my checking or savings account held at another financial institution.
  - Payments made from non-Metro Credit Union accounts and submitted before **4 PM CT** on a Business Day will post to my loan on the same day. However, payments submitted **4 PM CT** or later on a Business Day, or submitted on a non-Business Day, will post to my loan on the following Business Day. At Metro Credit Union's sole discretion, the availability of funds may be delayed a commercially reasonable time to ensure that any payment(s) received have cleared.

## J. Limitations on Services

In addition to the limits below, I understand that Metro Credit Union may reject any payment or transfer, at its sole discretion, in which fraud is suspected.

- Bill Payer Dollar Limitations. Payments must be between \$1.00 and \$10,000.00 (or the available balance in my designated funding account, plus my overdraft line of credit available balance if applicable, whichever is less) on any payment. I understand that payments originating from Metro Credit Union's mobile App and payments to individuals may be subject to lower limits.
- External Transfer Limitations: Except as provided herein, all external transfers to and from an account are subject to the terms and conditions applicable to such account as set forth in the account agreement

governing such account. Without prior approval, Metro Credit Union limits such transfers to \$3,000.00 per member per day.

- Available Funds Required. All Bill Payments and Transfers initiated through Online Banking are subject to there being sufficient funds available in the affected account to cover the transfer on the Scheduled Initiation Date or earlier.

#### K. Stopping Bill Payer Payments, and Electronic Transfers

1. For recurring and variable Bill Payer payments: If I wish to cancel a payment, I can select the payment I wish to cancel on my 'Scheduled' tab of the Bill Pay section on your website. In addition, I can call you at the number in the Contact Us section of your website, or write to you at:

Metro Credit Union, Attention: Online Banking, 14509 F. Street, Omaha, NE 68137

You must receive my request at least three business days before the payment date. If I request you to cancel a recurring payment three business days or more before the payment date, and you fail to do so, you are liable for my losses or damages (applicable to consumer accounts only). Although you may attempt to honor cancel requests for payments submitted less than 3 business days before the payment date, you are not obligated for failing to do so. I may not discontinue payments that are no longer on my Scheduled payments list.

2. For variable and recurring electronic transfers and payments: If I wish to cancel a variable or recurring electronic transfers or electronic payments, I can select the transfer/payment I wish to cancel on my 'Scheduled' tab of the Transfers section on your website. In addition, I can call you at the number in the Contact Us section of your website, or write to you at:

Metro Credit Union, Attention: Online Banking, 14509 F. Street, Omaha, NE 68137

You must receive my request at least three business days before the electronic transfer or electronic payment date. If I request you to cancel a recurring payment three business days or more before the payment date, and you fail to do so, you are liable for my losses or damages (applicable to consumer accounts only). Although you may attempt to honor cancel requests for recurring payments submitted less than 3 business days before the payment date, you are not obligated for failing to do so. I may not discontinue payments that are no longer on my Scheduled payments list.

#### L. Authorization to Charge Accounts

I authorize you to charge my designated account(s) for any transactions accomplished through the use of Bill Payer, including the amount of any Bill Payment that I make, and any charges for the service. I understand that in adding a payee or maintaining a payee list, even if no payments are scheduled, I am electing to use the full Bill Payment service and therefore will be charged accordingly. I authorize you to process Bill Payments and to transfer funds according to the instructions you receive if the instructions are received from me through Bill Payer. I authorize you to initiate any reversing entry or reversing file, and to debit my accounts at Metro Credit Union or elsewhere, in order to correct any mistaken credit entry

#### M. Account Information - Electronic Notice

I may check the balance(s) of the Metro Credit Union accounts that are linked by access through Online Banking. (NOTE: the balance figure may not reflect recent transactions, and may include funds which are not subject to immediate withdrawal.) I may get a listing of transactions posted to my primary checking account since my last monthly statement and may get general account information for all accounts linked by access through Online Banking.

#### N. Fees

##### 1. Other Service Fees

###### a. Monthly Service Fee

You may charge me a monthly service fee for the use of Bill Payer. The amount of the fee is set forth under the *Schedule of Service Charges* at the end of this Agreement and Disclosure.

You will automatically deduct the service fee from my primary checking account beginning 90 days from the date of application unless a different date is agreed to. You will continue to charge my account monthly on the last day of the month (or the next banking day if the due date falls on a weekend or holiday) until the service is discontinued.

b. Transaction Fees

If the deposit account from which the payment or transfer is made is charged per-item fees for excess debit transactions, such as Savings or Money Market Accounts, a fee will be charged for each Bill Pay or Online Banking payment or transfer in excess of the specified limit. The transaction fee may not apply to other accounts. The amount of this fee, and specific types of accounts that are excluded from this fee, are set forth in the Metro Credit Union's Personal Accounts and Service Schedule of Fees.

2. Applicable to All Fees and Charges

If I do not have sufficient funds in my account on the date the fee or charge is payable, I authorize you to automatically deduct the payment from my account as soon as funds are available.

O. Security Procedures

Service Passwords will be issued to me for access to Online Banking and Bill Payer for security purposes. I understand that these passwords will be used only the first time I access the services when I then will define new, permanent Service Passwords. The Service Passwords are confidential and should not be disclosed to third parties. I am responsible for the safekeeping of the Service Passwords. I agree not to disclose or otherwise make the Service Passwords available to anyone not authorized to sign on my accounts.

I represent that I have considered the security procedures of the Online Banking services and find that the security procedures are commercially reasonable for verifying that a Bill Payment, Transfer or other communication purporting to have been issued by me is, in fact, mine. In reaching this determination, I have considered the size, type, and frequency of Bill Payments, Transfers or other communications that I anticipate issuing to Metro Credit Union.

If the Online Banking security procedures are not, in my judgment, commercially reasonable, I must inform you within 30 days. If the size, type and frequency on my Bill Payments and Transfers change, and the result is that the Online Banking security procedures cease to be commercially reasonable, I must also inform you of this within 30 days.

P. Liability for Unauthorized Use

I will notify you immediately if I believe that a Service Password has become known to an unauthorized person. Telephoning is the best way of keeping my possible losses to a minimum. If I suggest that an unauthorized transfer or payment may have occurred, you may require me to sign an affidavit.

I could lose all the money in my deposit account(s) accessed through Online Banking (plus my maximum overdraft line of credit, if any) if I don't inform you that my Service Password has become known to an unauthorized person. If I tell you within two business days after I learn of the loss or theft, I can lose no more than \$50.00 if an unauthorized person used my Service Password to access Online Banking without my permission.

If I do not tell you within two banking days after I have learned that my Service Password has become known to an unauthorized person, and you can prove that I could have stopped someone from using my Service Password without my permission if I had told you, I could be liable for as much as \$500.00.

Also, if my statement shows electronic funds transfers that I did not make, I will notify you immediately. You may require me to provide my complaint in the form of an affidavit. If I do not tell you within 60 days after the statement was mailed to me, I may not get back any money I lost after the 60 days if you can prove that you could have stopped someone from taking the money if I had told you in time.

If a good reason (such as a long trip or a hospital stay) kept me from telling you, you will extend the time periods.

Q. Notification of unauthorized transaction or a lost or stolen access device

If I believe my Service Password has become known by an unauthorized person, or that someone has transferred money or made payments without my permission, I will call the Online Banking's Customer Service at (402) 551-3052 or 800-301-8549.

R. Liability for Failure to Make Payments

If you do not send a payment or make a transfer on time, or in the correct amount according to my instructions given in accordance with this Agreement and Disclosure, you will be liable for damages caused. However, there are some exceptions.

You will not be liable, for instance, if:

- The payment or transfer would go over the credit limit on my overdraft line of credit.
- Through no fault of yours, my designated funding account does not contain sufficient funds to make the payment or transfer.
- The equipment, ATM network, phone lines, or computer systems were not working properly or were temporarily unavailable.
- Circumstances beyond your scope of control, such as fire or flood, prevented the payment or transfer, despite reasonable precautions that you have taken.
- A court order or legal process prevents you from making a transfer or payment.
- I have previously reported, or if you have a reasonable basis for believing that unauthorized use of my, Service Password, or designated account have occurred or may be occurring or if I default under any agreement with you or if you or I terminate this Agreement.
- The payee does not process a payment correctly or in a timely manner.
- There may be other exceptions stated in your agreement with me.

If any of the circumstances listed above occur, you shall assist me with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct transactions that have incorrectly been processed.

#### S. Errors or Questions

I will telephone you at Metro Credit Union (402) 551-3052 or (800) 301-8549 or write Metro Credit Union, Attention: Online Banking, 14509 F Street, Omaha, NE 68137, as soon as I can, if I think my statement or receipt is wrong or if I need more information about a Bill Payment or Transfer listed on the statement or receipt. You must hear from me no later than 60 days after you send the statement on which the problem or error appeared.

- I will tell you my name and account number (if any).
- I will describe the error or the transfer I am unsure about and explain as clearly as I can why I believe it is an error or why I need more information.
- I will tell you the dollar amount of the suspected error.

If I tell you orally, you may require that I send you my complaint or question in writing within 10 business days. You will determine whether an error occurred within 10 business days after you hear from me and will correct any error promptly. If you need more time, however, you may take up to 45 days to investigate my complaint or question. If you decide to do this, you will credit my account within 10 business days for the amount I think is in error, so that I will have the use of the money during the time it takes you to complete your investigation. If you ask me to put my complaint or question in writing and you do not receive it within 10 business days, you may not credit my account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, you may take up to 90 days to investigate my complaint or question. For new accounts, you may take up to 20 business days to credit my account for the amount I think is in error.

You will tell me the results within three business days after completing your investigation. If you decide that there was no error, you will send me a written explanation. I may ask for copies of the documents that you used in your investigation.

Other Problems: If I believe an error other than an electronic funds transfer problem has occurred concerning a deposit account or if I have a problem regarding a credit account accessed by an ATM Card, I will refer to my monthly statement for instructions regarding how to have you resolve my question or correct an error.

#### T. Account Information Disclosure:

You will disclose information to third parties about my account and the payments or transfers I make:

- When it is necessary for verifying or completing payments or transfers or resolving a problem relating to a payment or transfer;
- In order to verify the existence and the condition of my account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders;
- To any subsidiary or affiliate;
- If I give you my written permission; or
- As otherwise permitted in Metro Credit Union's Deposit Agreement and Disclosures, by law, or as required by government regulations.

#### U. Documentation and Verification of Payments and Transfers

##### 1. Confirmation Numbers

Upon completion of a transaction using Bill Payer, a confirmation number will be given. I should record this number, along with the payee, scheduled date, and transaction amount in my checkbook register (or other permanent record), because this will help in resolving any problems that may occur. No printed receipts are issued through Bill Payer.

##### 2. Periodic Statements

Information concerning Online Banking transactions will be shown on my normal statement for the account to and from which transfers or payments are made. I will get a statement monthly unless there are no electronic funds transfers in a particular month. In any case, if my account is a checking, savings, or money market, I will get a statement at least quarterly.

##### 3. Recurring Deposits

If I have arranged to have deposits made to a deposit account at least once every 60 days from the same person or company, I can find out whether or not the deposit has been made through Online Banking. Or, I can call Metro Credit Union's Customer Service at (402) 551-3052 or (800) 301-8549 to find out whether or not the deposit has been made.

#### V. Other Conditions

I am responsible for complying with all terms of this Agreement and Disclosure and the regulations governing the deposit accounts which I access using Online Banking. You can terminate my Online Banking privileges without notice to me if I do not pay any fee required in this Agreement and Disclosure when due or if I do not comply with those agreements. The regulations governing my deposit account are set forth in your Deposit Agreement and Disclosures, a copy of which is available from any branch location.

#### W. Change-in-Terms

You will mail or deliver a written notice to me at least 30 days before the effective date of any change in a term or condition disclosed in this Agreement and Disclosure, if the change would result in increased fees or charges, increased liability for me, fewer types of available electronic fund transfers or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by law.

#### X. Schedule of Service Charges

Bill Payer Monthly Service Charge is \$4.95, unless Bill Payer is a free feature of your checking account.

#### Y. Consent to Receive Electronic Documents and Statements

I agree to receive electronic eStatements on all accounts in which I have an ownership interest in. I understand that I may contact Metro Credit Union during normal business hours to opt out of eStatements for some or all of these accounts. I understand that by opting out of eStatements a Paper Statement fee may be charged in certain circumstances as identified in our Rate & Fee Schedule. I understand that I have acknowledged and read Metro Credit Union's *Electronic Statement Disclosure*, which is available as Appendix A.

# **Appendix A**

## **Electronic Statement Disclosure**

Metro Credit Union P.O. Box 390696 Omaha, NE 68139  
(402) 551-3052 (800) 301-8549

This eStatements Disclosure ("Disclosure") applies to all "eligible accounts" listed on the Services page, and for those who have elected to receive statements online. The words "we," "us," and "our" refer to the Metro Health Services Federal Credit Union entity where you have your account. The words "you" and "your" mean you, the individual(s) or entity identified on the Account(s). As used in this Disclosure, "Communication" means any Account periodic statement, associated authorization, agreement, disclosure, notice, or other information that would accompany your Account's periodic statement; including but not limited to, information that we are required by law to provide to you in writing.

**1. Scope of Communications to be Provided in Electronic Form.** When you elect to receive eStatements for all "eligible accounts" you agree that we may provide your account statements in an electronic format. We may discontinue sending paper statements to you unless and until you withdraw your consent as described below. Your consent to receive electronic statements, electronic communications, and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your Account(s)
- Periodic disclosures, account statements, or monthly billing statements for your Account(s)
- Notices or disclosures regarding a change in the terms of your Account or associated payment feature(s)
- Privacy policies and notices

**2. Method of Providing Communications to You in Electronic Form.** Communications that we provide to you in an electronic form will be provided (1) via e-mail, (2) by access to Metro Credit Union's On-Line Account Access, an on-line home banking service, (3) by access to Metro Credit Union's Mobile App, or (4) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose.

**3. How to Withdraw Consent.** You may withdraw your consent to receive Communications in electronic form for your Accounts by **contacting us** by telephone, through Online Banking or in person at a Metro Credit Union location. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

**4. How to Update Your Records.** It is your responsibility to provide us with true, accurate, and complete e-mail address, contact, and other information related to this Disclosure and to your Account(s). It is also your responsibility to maintain and update promptly any changes in this information. You can update information (such as changes to your e-mail address) by contacting us by telephone, through Online Banking or in person at a Metro Credit Union location.

**5. Hardware and Software Requirements.** In order to access, view, and retain electronic Communications that we make available to you, you must have:

- An Internet browser that supports a commercially reasonable level of security or our Metro Credit Union Mobile App.
- Sufficient electronic storage capacity on your electronic access device (e.g., personal computer, mobile phone, or tablet).

- A software that can open and display PDF documents such as Adobe. An e-mail account accessible via the Internet.
- An e-mail account accessible via the Internet.

**6. Requesting Paper Copies.** We will not send you a paper copy of any Communication unless you request it or we otherwise deem it appropriated to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such a request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, you can **contact us** by telephone or in person at a Metro Credit Union location. We may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. We reserve the rights to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

**7. Communications in Writing.** All Communications in either electronic or paper format from us to you will be considered “in writing.” You should print or download, for your records, a copy of your eStatements, this, and any other Communication that is important to you.

**8. Federal Law.** You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act applies to the fullest extent possible to validate our ability to conduct business with you by electronic means.