

## INTERNET MEMBER ACCESS AGREEMENT

Internet Member Access Electronic Disclosures and Agreements - Before using any online service, you are required to read and electronically agree to ("sign") related terms and conditions and/or disclosures. We may add new services. From time to time, we need to update these disclosures. The version you agree to as well as the latest versions are accessible within the Credit Union website.

**PAPER COPIES OF DISCLOSURES AND AGREEMENTS** - If at any time you wish to receive a paper copy of the Disclosure or Agreement for any service, please print the disclosure or agreement located on the Credit Union website, or you may request a copy from one of our Member Service Representatives by any of the means of communication listed below. Internet Member Access, also referred to as Online Banking, and herein referred to as: IMA

**IMA SERVICES** - You can use IMA to check the balance of your Credit Union accounts, view account histories, transfer funds between your Credit Union accounts, other Credit Union Members account (deposits only), and transfer money to and from any other financial institution that Highway Crossroads Credit Union representative has set up by your request, using the ACH Authorization form. Balance and activity information are updated immediately.

**HOURS OF ACCESS** - You can use IMA seven days a week, twenty-four hours a day, although some or all IMA services may not be available occasionally due to emergency or scheduled IMA maintenance. We agree to post notice of any extended periods of non-availability on the IMA website.

**PASSWORD** - For security purposes, you are required to change your password upon your initial login to IMA. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon a number of unsuccessful attempts to use your password, your access to IMA will be revoked. To re-establish your authorization to use IMA, you must contact us to have your password reset or to obtain a new temporary password.

We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

**SECURITY** - You understand the importance of your role in preventing misuse of your accounts through IMA and you agree to promptly examine your paper statement for each of your HCCU accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via IMA is encrypted in an effort to provide transmission security and IMA utilizes identification technology to verify that the sender and receiver of IMA transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure the IMA is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Highway Crossroads Credit Union IMA, or e-mail transmitted to and from us, will not be monitored or read by others.

**OVERDRAFTS (ORDER OF PAYMENTS, TRANSFERS, AND OTHER WITHDRAWALS)** - If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
- Electronic fund transfers initiated through IMA which would result in an overdraft of your account may, at our discretion, be cancelled;

In the event the electronic fund transfers initiated through IMA which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

**LIMITS ON AMOUNTS AND FREQUENCY OF IMA TRANSACTIONS** - The number of transfers from Credit Union accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

**DISCLOSURE OF ACCOUNT INFORMATION AND TRANSFERS** - You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchants call to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account. You agree and hereby authorize all of these transfers of information.

**PERIODIC STATEMENTS** - You will not receive a separate IMA statement. Transfers to and from your accounts using IMA will appear on the respective periodic paper statements for your Credit Union accounts.

**CHANGE IN TERMS** - We may change any term of this Agreement at any time. If the change would result in increased fees for any IMA service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer IMA. We will post any required notice of the change in terms on the Credit Union IMA website or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer IMA, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject IMA Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS** - Contact us as soon as you can, if you think your paper statement is wrong, or if you need more information about a transfer listed on your periodic statement. Tell us your name and account number

**OUR LIABILITY FOR FAILURE TO MAKE A TRANSFER** - 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 when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. 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 a transfer
- If a legal order directs us to prohibit withdrawals from the account
- If your account is closed, or if it has been frozen
- If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts
- If you, or anyone authorized by you, commits any fraud or violates any law or regulation
- If any electronic terminal, telecommunication device, or any part of the IMA electronic funds transfer IMA is not working properly and you knew about the problem when you started the transfer
- If you have not properly followed the on-screen instructions for using IMA
- If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken

**YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS** - CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses.

**DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY** - We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the IMA Services provided to you under this Agreement. We do not and cannot warrant that IMA will operate without errors, or that any or all IMA Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to IMA, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Highway Crossroads Credit Union exceed the amounts paid by you for the services provided to you through IMA.

**YOUR RIGHT TO TERMINATE** - You may cancel your IMA service at any time by providing us with written notice by postal mail, fax or email. Your access to IMA will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

**OUR RIGHT TO TERMINATE** - You agree that we can terminate or limit your access to IMA Services for any of the following reasons: Without prior notice; if you have insufficient funds in any one of your accounts. IMA service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits. Upon reasonable notice, for any other reason in our sole discretion.

**COMMUNICATIONS BETWEEN HIGHWAY CROSSROADS CREDIT UNION AND YOU** - Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- E-mail - You can contact us by e-mail at [support@highwaycrossroadscu.com](mailto:support@highwaycrossroadscu.com)  
(Please note that banking transactions through IMA are not made via e-mail.)
- Telephone - You can contact us by telephone at (573) 472-5373
- Text – You can contact us by text at (573) 472-5373
- Facsimile - You can contact us by fax at (573) 472-5374
- Postal Mail - You can write to us at: Highway Crossroads Credit Union, 741 York Drive, Sikeston, MO 63801
- In Person

**CONSENT TO ELECTRONIC DELIVERY OF NOTICES** - You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Credit Union IMA website or by e-mail. You agree to notify us immediately of any change in your e-mail address.