

Magnifi Financial Credit Union (Credit Union)

Digital Banking

Agreement and Disclosures

1. **Agreement.** This Agreement is the contract that covers your rights and responsibilities and our rights and responsibilities concerning the Credit Union Digital Banking services offered to you by the Credit Union. Digital Banking refers to Credit Union internet banking and the Credit Union mobile banking. Use of any and all of these terms implies all such services are subject to terms and conditions where relevant. In this Agreement, the words "you" and "yours" mean any authorized users. The word "account" means any one or more accounts you have with the Credit Union.

By submitting the online or mobile acceptance for the Credit Union Digital Banking, you agree to the following terms governing your rights and responsibilities and our rights and responsibilities concerning Digital Banking electronic funds transfers. Electronic funds transfers (EFTs) are electronically initiated transactions through Credit Union Internet Banking/Mobile Banking involving your deposit accounts.

2. **Account Access and Features.** You may use your personal computer or mobile phone or other device to access your accounts. You must use your user name along with your password to access your accounts. Credit Union Digital Banking services are accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Credit Union's Digital Banking services may not be available due to system maintenance. You will need a personal computer and a web browser or mobile phone/tablet or other device. You are responsible for the installation, maintenance, and operation of your computer or other device and modem. The Credit Union will not be responsible for any errors or failures involving any telephone/internet service or your computer. At the present time, you may use the Credit Union Digital Banking to:
 - Withdraw funds by check from your savings and checking accounts via Bill Pay if qualified.
 - Transfer funds from your savings and checking accounts.
 - Obtain balance information for your savings, checking, and loan accounts.
 - Make loan payments from your savings and checking accounts.
 - Access your Ready Reserve, Instant Credit, and Home Equity Line of Credit accounts.
 - View images of cleared checks.
 - Transfer funds to other Credit Union members
 - Initiate external transfers to and from other accounts you own at other Financial Institutions (consumer accounts only)
 - Pay bills with the use of your Credit Union debit card via Biller Direct.
 - Initiate payments to other individuals (Zelle transfer) in consumer accounts
 - Pay or schedule external payments from your consumer accounts
 - Update your card on file for subscriptions wherever you pay
 - Communicate with the Credit Union using the secure mail (e-mail) feature.
 - Change primary mailing address and phone information in consumer accounts.
 - View and manage your finances as a whole and view your external accounts from other companies and financial institutions using the account aggregation tool.
 - Review your credit score and full credit report
 - Open savings, money market, certificates, and checking accounts
 - Place stop pay requests for drafts
 - Activate and capture VISA debit and credit cards
 - Activate and receive your periodic statement electronically
 - Buy and sell bitcoin cryptocurrency
 - Submit files for wires and ACH in qualified business accounts

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement, Funds Availability Policy, Electronic Funds Transfer Agreement, and Truth-In-Savings Disclosure and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures, as applicable.

3. **Product Limitations.** The following limitations on Credit Union Digital Banking transactions may apply:
 - **Transfers/Withdrawals.** You may make transfers from your checking account as often as you like. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds. The Credit union may set other limits on the amount of any.
 - **Account Information.** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer may be limited due to our Funds Availability Policy.
 - **E-Mail.** You may use the e-mail to send messages to us. E-mail may not, however, be used to initiate a transfer on your account or a stop payment request. 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 888.330.8482.

4. **Security of Password**
 - **Security.** The password that you select is for your security purposes. The password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your password. You agree not to disclose or otherwise make your password available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your password, you understand that person may use Internet Banking or mobile banking to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your password and you agree that the use of your password will have the same effect as your signature authorizing transactions.
 - **Authorization.** If you authorize anyone to use your password in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your password is changed. If you fail to maintain or change the security of this password and the Credit Union suffers a loss, we reserve the right to terminate your electronic funds transfer and account services immediately.

5. **Member Liability for Unauthorized Transactions.** You are responsible for all Digital Banking transactions you authorize under this agreement. If you permit someone else to use your password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe someone has used your password or otherwise accessed your accounts without your authority. You could lose all the money in your account (plus your maximum overdraft line of credit). 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, contact the Credit Union Immediately.

6. Business Hours/Contacts. Our business days are Monday through Saturday, excluding holidays.

Telephone: 888.330.8482 or contact us electronically by sending a secure email. Or stop by your nearest branch.

7. Right to Receive Documentation. Transfers transacted through Credit Union Digital Banking will be recorded on your periodic statement. You will receive your periodic statements by mail unless you request to stop receiving statements by mail and receive them electronically.

8. Confidentiality Disclosure. We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy available online at www.mymagnifi.org

9. 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. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers shall be responsible for any property damage or loss, whether caused by the equipment, software, Credit Union, or by online browser providers, or by internet access providers or by online service providers, or mobile device providers or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, Credit Union Digital Banking services or internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via Credit Union Digital Banking services and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

- If, through no fault of ours, you do not have enough money in your account to make the transfer or your account is inactive.
- If you used the wrong password or you have not properly followed any applicable computer or other device, or Credit Union user instructions for making transactions.
- If your computer or other device fails or malfunctions or the phone lines or Credit Union Digital Banking system was not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond your control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If your account is frozen because of a delinquent loan.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- If you fail to update Credit Union with current and accurate phone, address, email address or other contact information pertinent to the transaction type
- If an error was caused by a system beyond the Credit Union's control such as a telecommunications system, an internet service provider, any computer virus/malware or problems related to software not provided by the Credit Union.
- If there are other exceptions as established by the Credit Union.

10. Termination of Services. You agree that we may terminate this Agreement and your Digital Banking services, if you, or any authorized user of your Digital Banking services or password, breach this or any other agreement with, or if we have reason to believe that there has been an unauthorized use of your accounts or password, or if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction, or if we reasonably believe your account conduct poses an undue risk of illegality or unlawfulness.

You or any other party to your account can terminate this Agreement by notifying Credit Union. Termination of service will be effective the first business day following receipt of your notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

11. Change in Terms. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you at least twenty-one (21) days before the effective date of any change, sent to the e-mail/home mailing address you have designated 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. The most recent edition of this agreement is available on our web site at www.mymagnifi.org/rates/disclosures.html or at any of our branch locations.

12. Error Resolution Procedure for consumer accounts. In case of errors or questions about your Digital Banking transactions, contact us by: telephone; send us an e-mail; or write us using the information set forth in Section 6, 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 appears.

- Tell us your name and account number.
- Describe the transaction 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 tell you the results of our investigation 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 forty-five (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 of 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 within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days.

** If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

13. General Terms

- Other Agreements. In addition to this Agreement, you agree to be bound by and will comply with all terms and conditions applicable to your relationship with the Credit Union as described in your Union Membership and Account Agreement, prior receipt of which you acknowledge.
- Severability. In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

14. Enforcement. You agree to be liable to the 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. This Agreement shall be governed by and construed under the laws of the state of Minnesota as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Minnesota law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision shall be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

By your acceptance below, and subsequent use of the digital banking service you and any authorized users of your accounts agree to the terms and conditions of the Credit Union Digital Banking Agreement and Disclosures.