

## ONLINE SERVICES

To use Member Link Plus Online Banking, you must select a User Name and Password in order to access your account. You must obtain a separate User Name and Password for each account structure. With Member Link Plus service, you can access your account and you may sign up for OneClick bill pay service, electronic access to monthly statements, and apply for a loan. To access Member Link Plus, you will need to use a personal computer connected to the internet and a web browser that supports secure connections. Member Link Plus is a service for our members. However, the privileges given under this service may be canceled at any time. You may use this service at any time, seven days a week. You may transfer any available balance, unless limited under another agreement.

Fall River Municipal Credit Union ("Credit Union"; "FRMCU") requires that all persons accessing our online banking service ("Online Banking"), bill pay service ("OneClick") (collectively, "Member Link Plus"), or Mobile Banking adhere to the following terms and conditions set forth in this agreement ("Agreement"). By requesting or using Member Link Plus or Mobile Banking or permitting someone else to use Member Link Plus or Mobile Banking on your behalf, you indicate your acknowledgment and acceptance of these terms and conditions, which are from time to time subject to change.

You should retain a copy of this Agreement for your files.

Your use of Member Link Plus and Mobile Banking will also be governed by the general Terms of Use that governs any person who uses or visits our website.

## I. DEFINITIONS

**"You" or "your"** refers to each person who is an owner of a deposit account for personal, family, household, or business purposes and who subscribes to or uses Member Link Plus, OneClick Bill Pay or Mobile Banking.

**"We," "us," or "our"** refers to Fall River Municipal Credit Union and any affiliate, subsidiary, agent, independent contractor, designee, or assignee we may, in our sole discretion, involve in the provision of the Member Link Plus, OneClick Bill Pay or Mobile Banking services.

**"Credit Union"** means Fall River Municipal Credit Union.

**"Payee"** means the person or business that you designate to pay.

**"Account"** means your eligible FRMCU checking, savings, loan, certificate of deposit or safe deposit box information and other FRMCU products that can be accessed through Member Link Plus, OneClick Bill Pay or Mobile Banking.

**"Transaction Account"** refers to a Personal Checking Account, Personal Statement Savings Account, Money Market Checking Account, DBA Checking Account, Business Solutions Checking Account, or Business Solutions Statement Savings Account at FRMCU.

**"Bill Pay Account"** means your designated Transaction Account from which payments will be made and any payment processing fees and charges will be deducted.

**"Business Day"** means Monday through Friday, holidays excluded.

**"Cutoff Time"** means the time which payments can be set up for processing on that Business Day, currently 1:00 PM EST.

**"Estimated Arrival Date"** means the estimated date that a payment is expected to be received by the payee.

**"Scheduled Payment Date"** means the Business Day you designate for your bill payment to be processed.

**"Device"** means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. *(Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.)*

**"Mobile Banking"** means the banking services accessible from the Device you have registered with us for Mobile Banking.

**"Electronic Item"** means the electronic image of a paper check.

**"Provisional credit"** means that the deposit of an electronic item is subject to final payment of the item and to the terms of the Truth in Savings Disclosure, Funds Availability Policy, and Membership and Account Agreement.

**"Adjustment"** means the corrected transaction resulting from a discrepancy between the entered deposit amount and the actual amount of the electronic item.

## II. MEMBER LINK PLUS

- A. Account Access: When you access your account, you may obtain an account balance and summary information, available funds information, cleared transactions, and ATM and POS (point-of-sale) transactions for the current statement period.
- B. Transfers of Funds: In addition to viewing account information, you may use Member Link Plus to conduct a transfer of funds. You may make one-time transfers or recurring transfers. You may transfer funds from a statement savings or checking account into a savings, statement savings or checking account.
- C. New Services: New services may be introduced for Member Link Plus from time to time. The Credit Union may notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the terms and conditions that will be made available to you concerning these services.

## III. ONECLICK

You may use FRMCU's bill paying service, OneClick, to direct the Credit Union to make payments from your designated Bill Pay Account to the payees you choose in accordance with this agreement. All payments you make will be deducted from your Bill Pay Account and you agree that we may debit your Bill Pay Account for such payments without requiring your signature on the item and without prior notice by you. All bill payments must be payable in U.S. dollars to a Payee located in the United States. The terms and

conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account.

**a. Payees and Payments**

To add a new Payee, click the Add a Payee button located on the Payments tab. All Payees must be located in the United States (including U.S. territories and APO's / AEO's). The Credit Union reserves the right to refuse the designation of a Payee for any reason.

To add a new payment, click the Pay button for the Payee and enter the appropriate information. Most other additions, deletions, or changes can be made by using the OneClick service. A payment must be scheduled by 1:00 PM EST to be considered scheduled for that Business Day. Otherwise, it will be considered received on the following Business Day. The time recorded by Member Link Plus or OneClick will be considered the official time of the transaction.

You should not use OneClick to make payments to settle securities purchases, tax payments, insurance payments, payments for government fees, court ordered payments, alimony or child support payments. Payments for these Payees will be your sole responsibility if delayed or improperly processed or credited.

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your Payee.

The Credit Union is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

**b. Payment Processing**

A single payment will be processed on the Business Day that you designate as the payment's processing date, provided the payment is submitted prior to the daily Cutoff Time on that date. The daily cut-off time is currently 1:00 PM EST. A single payment submitted after the Cutoff Time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first Business Day following the designated processing date.

Recurring payments are automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first Business Day prior to the calculated processing date.
- If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first Business Day after the calculated processing date.
- If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

**c. Available Funds**

Funds must be available in your Bill Pay Account on the Scheduled Payment Date. After funds are withdrawn from your Bill Pay Account to make a payment, we may make the payment either by transferring funds electronically to the Payee or by mailing the Payee a check.

If you have instructed us to make a payment for which there are insufficient available funds in your Bill Pay Account on the date the payment is debited to your account, the payment may not be made. The Credit Union will attempt to notify you by U.S. Postal Mail, but the Credit Union shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your account to process a payment. In all cases, you are responsible for either contacting us at 508-678-9028 to either make alternate arrangements for the payment and/or reschedule the payment through OneClick. In the case of recurring payments, only the payment currently scheduled will be impacted. Recurring payments scheduled for future dates will not be affected.

**d. Changing Or Cancelling Payments**

A bill payment can be changed or cancelled any time prior to the Cutoff Time on the Scheduled Payment Date.

**e. Stop Payments**

The initiation by you of certain electronic fund transfers from your Bill Pay Account effectively eliminate your ability to stop payment of the transfer.

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU (THE CONSUMER) MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS OR PAYMENTS, THEREFORE YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

**f. Schedule Of Fees And Charges**

We offer Member Link Plus, OneClick and Mobile Banking free of charge.

If you have instructed us to make a payment for which there are insufficient available funds in your Bill Pay Account on the date the payment is debited to your account, the payment may not be made and we may charge your account an ACH insufficient funds service charge. Please refer to our Schedule of Fees for the current charge for insufficient funds.

**g. Liability**

We will process and complete all Member Link Plus transactions and transactions initiated through the OneClick which comply with the terms of this Agreement.

We shall incur no liability because of the existence of one or more of the following circumstances:

- i. Through no fault of ours, your account does not contain sufficient funds to complete the payment. Transactions are based on available funds in accordance with our funds availability schedule.
- ii. If the transfer or payment will exceed the credit limit on your overdraft line.
- iii. Member Link Plus or OneClick, your communication line, your personal computer or your Device was not functioning properly and you knew about the malfunction or were advised of it by us when you started the transaction.
- iv. Delays in mail delivery.
- v. The Payee mishandles or delays a payment properly sent by us.
- vi. You did not properly follow the instructions for scheduling a bill payment.
- vii. Your bill payment Payee or payment contains an error or is a duplicate of another bill.
- viii. Circumstances beyond our control (such as, but not limited to, fire, power outage, equipment or technical breakdown, flood, or other outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.
- ix. You instruct us to make a type of payment, such as tax payment or court-ordered payment, which we cannot make.
- x. The funds are subject to legal process, hold or encumbrance restricting such transfer.

The Credit Union is not liable for any failure to make a bill payment if you fail to promptly notify the Credit Union after you learn that you have not received credit from a Payee for a bill payment.

The Credit Union is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Credit Union's agent.

**h. Termination**

The Credit Union has the right to terminate this agreement at any time.

You may terminate this agreement by written notice to the Credit Union.

The Credit Union is not responsible for any fixed payment made before the Credit Union has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the Credit Union on your behalf.

**IV. MOBILE BANKING**

Mobile Banking is offered as a convenience and supplemental service to our Member Link Plus Online Banking service. It is not intended to replace access to Member Link Plus from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your FRMCU account information, transfer funds and conduct other banking transactions.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the service may not be supportable for all Devices. FRMCU cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

**a. Use of Service**

Users must enroll in Member Link Plus online banking before registering a mobile device.

To access Mobile Banking service and functions, your Device must be Internet enabled and connected to the Internet through your mobile communications service provider. You must be enrolled in both Member Link Plus Online Banking and our Mobile Banking service. You must enroll the particular Device(s) that you wish to use with Mobile Banking. You must also un-register any Mobile Device(s) that you may no longer wish to be capable of using with Mobile Banking.

When you access Mobile Banking with your Device, you will see a menu of available Mobile Banking functions. From time to time we will add, and may modify or delete particular Mobile Banking functions. We may make such changes in functions with or without prior notice. We reserve the right to refuse to make any transaction that you may request through Mobile Banking.

Not all functions that are described in the Online Services Agreement or available in Member Link Plus are available with Mobile Banking. All terms and conditions of the Online Services Agreement that limit or govern your use of Member Link Plus Online Banking functions will also limit and govern your use of those functions through Mobile Banking.

**b. Service Availability**

We will use reasonable efforts to make Mobile Banking service available for your use on a continuous basis. We do not guarantee functionality of Mobile Banking services (or any Mobile Banking Software) on all Mobile Devices, on all communications networks, in all geographic regions, or at all times. Mobile Banking service may be temporarily unavailable for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours, but we may conduct maintenance at any time. In addition, your accessibility to the Mobile Banking service may be interrupted because of conditions beyond our control, including outages in Internet availability. We will use commercially reasonable efforts to re-establish Mobile Banking service in those instances, but we do not promise the Mobile Banking

service will always be available for your use. We may elect to discontinue Mobile Banking (or any of the services that we provide, from time to time, through Mobile Banking) at any time. If we choose to discontinue Mobile Banking, we will provide you with reasonable notice. In the case of a disaster, your Mobile Banking may be suspended in order to allow emergency and responding personnel to use the cellular networks. In no event, regardless of cause, shall we be liable to you for unavailability of Mobile Banking services, or your inability to access Mobile Banking or to execute Mobile Banking functions.

**c. User Security**

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You are responsible for ensuring that your Device is protected from and free of internet and computer viruses, worms, or other similar harmful programs or applications which could result in information being intercepted by a third party. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access session. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize. The Credit Union shall not be liable for the unauthorized use of your Device to access accounts caused by theft, negligence or otherwise.

**d. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FRMCU OR ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MOBILE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED.

**e. Disclaimer of Warranty**

THE USE OF MOBILE BANKING AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY MOBILE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

**f. Indemnification**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CREDIT UNION, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, SERVICE PROVIDERS, AND LICENSORS FROM ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND COSTS CAUSED OR ARISING FROM A THIRD PARTY CLAIM, DISPUTE, ACTION, OR ALLEGATION OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION BASED ON INFORMATION, DATA, FILES, OR OTHERWISE IN CONNECTION WITH THE MOBILE BANKING SERVICE OR YOUR VIOLATION OF ANY LAW OR RIGHTS OF A THIRD PARTY; OR YOUR USE, OR USE BY A THIRD PARTY OF MOBILE BANKING.

**V. MOBILE DEPOSIT**

Mobile Deposit is offered as a supplemental service within our Mobile Banking application. It allows you to capture an electronic image of an original paper check using a camera-enabled mobile device and then transmit the electronic item to us for deposit to your savings, checking, or money market account.

**a. Eligibility**

Mobile Deposit is a discretionary service that we may provide to you when you satisfy certain criteria which may be amended from time to time. At minimum, your account must be in good standing and at least 30 days old. The Credit Union may suspend or revoke the use of this service at any time without prior notice. In the event of termination, you remain liable for all transactions performed on your account.

**b. Use of Service**

You agree to use Mobile Deposit only for legally negotiable paper checks that are payable to and endorsed by you. Any checks deposited using Mobile Deposit will be provisionally credited to your account.

**c. Acceptable Items**

You may use the Mobile Deposit service to deposit most US consumer and business checks that are properly payable to you in US currency, unless otherwise prohibited by Credit Union policy or state or federal law.

**d. Prohibited Items**

You may not use Mobile Deposit to transmit the following items:

- Check payable to any person or entity other than the account owner(s)
- Incomplete or altered check – check with missing information or information that has been altered or modified
- Stale-dated check – dated more than six (6) months prior to the date of deposit
- Previously returned check – check returned unpaid, regardless of reason
- Previously transmitted check – check previously processed by any Mobile Deposit or similar service
- Foreign check - drawn on an institution located outside of the US or payable in currency other than US Dollars
- Substitute check - as defined in Regulation CC

- Bond – US, state, or other savings bonds
- e. Deposit Limits**  
The Credit Union reserves the right to establish deposit limits for the Mobile Deposit service, including limits on the dollar amount and/or number of checks you may transmit through the service and to modify such limits from time to time at the Credit Union's sole discretion at any time without prior notice. Generally, the maximum amount of items deposited to your account using Mobile Deposit is \$2,500.00 per business day and \$5,000.00 in 30 consecutive calendar days.
- f. Endorsements**  
You agree to endorse any item transmitted through the service with the signature of the payee(s), the account number to be credited with the deposit, and the words "**For Mobile Deposit Only**". We may refuse to accept and process items which are not endorsed in this manner.
- g. Image Quality**  
Each electronic item must be legible, as determined in the sole discretion of the Credit Union. At minimum, the image quality of an item must comply with the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearinghouse or association. Each electronic item must contain all information on the front and back of the original paper check, including, but not limited to, payee, date, drawee bank, routing information, numeric amount with matching written terms, signature(s), MICR encoding, and endorsement(s) as directed in the Endorsements section in this agreement.
- h. Cutoff Time**  
If you make a deposit using Mobile Deposit up to 4:00 PM EST on a business day (Monday through Friday, holidays excluded) that we are open and your deposit is accepted, we will consider that day to be the date of deposit. Otherwise, we will consider the following business day as the date of deposit.
- i. Receipt of Deposit**  
An electronic item transmitted using Mobile Deposit will be considered a deposit under this Agreement when we have confirmed receipt to you. When we receive an electronic item, we will send a confirmation email to you at the email address on file for your account.
- j. Notification**  
The Credit Union will send an email notification to the email address on file for your account when an electronic item has been received, rejected, or adjusted.
- k. Funds Availability**  
Funds from electronic items deposited using Mobile Deposit will generally be available within two (2) business days following the date of deposit. Please refer to the Funds Availability Policy for additional details.
- l. Fees and Charges**  
We currently offer Mobile Deposit free of charge. Refer to our Schedule of Fees for the current charges for any fees that may result from the rejection or return of an electronic item.
- m. Retention and Destruction**  
Upon your receipt of a confirmation email from us that we have received the image of an electronic item, you must securely store the original paper check for sixty (60) days after transmission to us and make the original paper check accessible to us at our request. After the sixty (60) day retention period expires, you must destroy the original paper check by cross-cut shredding or another commercially acceptable means of destruction.
- n. Rejected Items**  
The Credit Union is not liable for any fees or late charges that may result from the rejection of an electronic item.
- o. Returned Items**  
If you deposit an electronic item that is subsequently returned as dishonored, rejected or otherwise returned unpaid by the drawee bank, we may charge back the amount of the electronic item; assess a Return Deposit Item fee; and provide you with an image of the original paper check, a paper reproduction of the original paper check or a substitute check. Without our approval, you shall not attempt to redeposit or otherwise negotiate the original paper check if it has been returned as described herein.
- p. Errors and Discrepancies**  
If we are unable to accept an electronic item transmitted to us or if we determine that there is a discrepancy between the entered deposit amount and the actual amount of the electronic item, we will process an adjustment for the deposit and send you an email notification. If you believe there has been an error with any original paper check or electronic image thereof transmitted to us for deposit, you will contact us immediately at (508) 678-9028.
- q. Member Warranties**  
You make the following warranties and representations for each electronic image of an original paper check you transmit to us:
- Only acceptable items will be deposited.



- Each image of a check transmitted to us is an unaltered and accurate rendition of the front and back of the original paper check as described in the Image Quality section in this document.
- The drawer of the check has no defense against payment of the check.
- There are no other duplicate images of the original paper check.
- You have secure possession of the original paper check and no party will negotiate the original paper check for payment.

**r. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FRMCU OR ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MOBILE DEPOSIT SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED.

**s. Indemnification**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CREDIT UNION, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, SERVICE PROVIDERS, AND LICENSORS FROM ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND COSTS CAUSED OR ARISING FROM A THIRD PARTY CLAIM, DISPUTE, ACTION, OR ALLEGATION OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION BASED ON INFORMATION, DATA, FILES, OR OTHERWISE IN CONNECTION WITH THE MOBILE DEPOSIT SERVICE OR YOUR VIOLATION OF ANY LAW OR RIGHTS OF A THIRD PARTY; OR YOUR USE, OR USE BY A THIRD PARTY.

**VI. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ONLINE or MOBILE SERVICES; ERROR RESOLUTION PROCEDURES**

In case of errors or questions about your electronic payments, telephone us immediately at (508) 678-9028 during our business hours (Monday-Friday 9:00am-4:00pm), or write us at Fall River Municipal Credit at 333 Milliken Blvd, Fall River MA 02721, as soon as you can. If you think your statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt, we must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number. Do not send us e-mails with account information. E-mail is inherently unsecure.
- (2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) 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 10 business days.

We will determine whether an error occurred within 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 provisionally recredit your account within 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 for us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not recredit your account.

We will tell you the results within 3 business days after completing our investigation. You may ask for copies of the documents that we used in our investigation. If we decide that there was no error, we will send you a written explanation. If your alleged error concerns a transfer to or from a third party, our investigation may be limited to a review of our records. If we decide that there was no error you may want to contact such third party to pursue the matter further.

**VII. DOCUMENTATION**

Any documentation provided to you which indicates that an electronic fund transfer was made will be admissible as evidence of the transfer and will constitute proof that the transfer was made.

**VIII. STATEMENTS**

All transactions made through Member Link Plus, OneClick, and Mobile Banking will appear on your monthly account statements. The Payee name, amount of payment, and transaction date will be reflected for each payment made through OneClick.

**IX. USER CONFIDENTIALITY/SECURITY**

We identify users by their unique User Name and Password. All transactions initiated with your User Name and Password will be attributed to you. You agree not to give or make available your User Name and Password to any other individuals, including anyone claiming to represent us. You acknowledge that we will never ask you for your Password, and that our employees do not need your Password for any reason.

In order to protect yourself against fraud, you need to adhere to the following guidelines:

1. Do not give out your account information, password, or Social Security Number.
2. Do not leave your computer or device unattended while you are using Member Link Plus, OneClick, or Mobile Banking.
3. Never leave your account information within range of others, and
4. Do not send privileged account information (account number, password, etc.) in any public or general e-mail system.

**X. YOUR LIABILITY IF USER ID OR PASSWORD IS COMPROMISED**

Tell us AT ONCE if you believe that your User Name, Password, or Mobile Device has been lost, stolen or otherwise compromised. You should also immediately change your Password. Telephoning is the best way of minimizing your possible losses. You may be liable for the unauthorized use of your User Name and/or Password. You will not be liable for unauthorized use that occurs after you

notify us for the loss, theft or unauthorized use. You can contact us by visiting any branch lobby during our business hours, calling us at (508) 678-9028 between the hours of 9:00 AM and 4:00 PM Monday through Friday, excluding Holidays or via mail at Fall River Municipal Credit Union, 333 Milliken Blvd., Fall River, MA 02721. You can lose no more than \$50 if you fail to give us notice of your lost or stolen User Name and/or Password and your User Name or Password is used without your permission.

**XI. ELECTRONIC MAIL (E-MAIL)**

If you send the Credit Union an e-mail message, the Credit Union will be deemed to have received it on the following Business Day. The Credit Union will then have a reasonable time to act on your e-mail.

You should not rely on e-mail if you need to communicate with the Credit Union immediately – for example, if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment.

**XII. JOINT ACCOUNTS**

If your account is a joint account, each of you agrees that any account holder has the authority to use the Member Link Plus, OneClick, and Mobile Banking. All account holders agree to be jointly and individually liable under the terms of this Agreement and all other Agreements which govern your Account.

**XIII. EQUIPMENT**

We are not responsible for any loss, damage or injury resulting from (A) an interruption in your electrical power, communication service, or cellular service; (B) the disconnection of your communication line by your telephone company or other provider or deficiencies in your line quality; or (C) any defect or malfunction of your personal computer, mobile device, communication line, or cellular service.

**XIV. DISCLOSURE OF YOUR ACCOUNT INFORMATION**

In order that your privacy may be protected, we will not disclose information to third parties about you or your account except in the situations noted in the Fall River Municipal Credit Union Privacy Policy, which gives details about if or when we disclose information.

**XV. AMENDMENTS TO TERMS AND CONDITIONS**

We may change the terms, conditions, fees and service charges applicable to Member Link Plus, OneClick, or Mobile Banking from time to time. In such event, we shall send you electronic notice via e-mail as it appears on our records if you have authorized us to do so; otherwise, we will send you written notice. Any use of Member Link Plus, OneClick, or Mobile Banking after a change or changes take effect, will constitute your agreement to such changes. If the change results in increased costs or stricter limitations, we will give you thirty (30) days written notice. If an immediate change is necessary, for security reasons, we may make the change without any prior notice.

**XVI. TERMINATION**

UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, WE MAY TERMINATE THIS AGREEMENT FOR ANY REASON IN OUR SOLE DISCRETION. YOU ALSO HAVE THE RIGHT TO TERMINATE THE SERVICES PROVIDED UNDER THIS AGREEMENT BY CALLING US AT (508) 678-9028, OR WRITING TO FALL RIVER MUNICIPAL CREDIT UNION, 333 MILLIKEN BLVD., FALL RIVER, MA 02721. IF YOU CALL, WE MAY REQUIRE YOU TO PUT YOUR REQUEST IN WRITING AND SEND IT TO US WITHIN TEN (10) BUSINESS DAYS AFTER YOU CALL. HOWEVER, TERMINATION OF THIS AGREEMENT WILL BE EFFECTIVE THE DAY YOU CALL.

**XVII. GOVERNING LAW**

The above terms and conditions were prepared in accordance with and governed by the laws of the Commonwealth of Massachusetts.

**Acceptance of ONLINE SERVICES AGREEMENT**

This Agreement is a supplement to the Credit Union's existing Member Agreement and Disclosures. By accepting this Agreement and using any service described herein, you agree to all the terms and conditions contained in these agreements and accept responsibility for your use of the services.