

## ONLINE BANKING AND MOBILE BANKING AGREEMENT AND DISCLOSURE

### Introduction

Marshland Credit Union continually strives to provide you with the highest quality Online Banking and Mobile Banking (the "Service") available. By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement").

We may offer additional Online Banking and Mobile Banking services and features from time to time. Any added Service(s) and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Service or feature is added and/or at the time of enrollment for the feature or Service if applicable.

These terms and conditions may be modified or cancelled from time to time without notice , except as required by Law.

### Definitions

The following words used in this Agreement have the meanings given below: "Account(s)" means your eligible Marshland Credit Union savings, checking, money market, share certificate, loan or other product information which can be accessed through Online or Mobile Banking.

"Agreement" means this Online Banking and Mobile Banking Agreement.

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

"Mobile Banking" means accessing Online Banking for banking services through [www.marshlandcu.com](http://www.marshlandcu.com) by the use of a Device.

"Online Banking" means the banking services accessible from a computer using a secure login and password.

"We," "Us," and "Credit Union" means Marshland Credit Union.

"Website" means Marshland Credit Union's website: [www.marshlandcu.com](http://www.marshlandcu.com)

"You" and "Your(s)," means each person with authorized access to your Account(s) through Online Banking.

## **Agreement**

This Agreement contains the terms that govern your use of the Marshland Online Banking and Mobile Banking application services. You may use this Service to access your accounts through the Internet or Device. By using Online Banking or Mobile Banking to access an account you are agreeing to the terms of this Agreement which supplements the terms and agreements of your Account(s) to which you have previously agreed. Examples of accounts that you may elect to access include deposit accounts and loan accounts. Your accounts will continue to be subject to the agreements otherwise governing them, except where it is noted in this Agreement.

Additionally, each account will be subject to the following:

- The terms or instructions appearing on a screen when using Online Banking or Mobile Banking .
- Marshland Credit Union rules, procedures and policies applicable to each account.
- The rules and regulations of any funds transfer system used in connection with Online Banking or Mobile Banking and all applicable state and federal laws and regulations.

This Agreement is subject to applicable federal laws and the laws of the state of Georgia (except to the extent that this agreement can and does vary from such rules or laws).

## **Online Banking Access**

You may access your Account through the Website to obtain balances, transaction history, and other information for all accounts under your Member Number. All Accounts will be linked by the means of the Member Number. Accounts that are linked together will appear together regardless to the ownership of those accounts.

## **Business Days**

Monday – Friday, excluding Federal Holidays. Our holiday schedule can be viewed on our website.

## **Confidentiality**

We will abide with the Marshland Credit Union Privacy Policy in all transactions with you.

## **Changes**

Except as otherwise required by law, rule or regulation, we may change the terms of this Agreement from time to time and at any time. When changes are made we will update this Agreement at the Website. The Website will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. As always, you may choose to accept or decline changes by continuing or discontinuing the use of Online Banking or Mobile Banking. Changes to fees or terms applicable to Accounts are governed by the agreement otherwise governing the applicable account.

## **Fees**

See Service Fees brochure located at the Website. **There are no monthly fees for accessing Online Banking.** Other fees may be assessed and billed separately by your online service provider or Device provider. All telephone or wireless charges associated with Online Banking or Mobile Banking are your responsibility. All other fees which have been separately disclosed to you in connection with your Account(s) will continue to apply to those Account(s) and to your Online Banking and Mobile Banking.

## **Mobile Banking Description of Service**

Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your Credit Union account information, make payments to payees, transfer funds and conduct other banking transactions. To utilize Mobile Banking services, you must be enrolled in Online Banking.

We reserve the right to limit the types and numbers of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time. Mobile banking may not be accessible or may have limited service over some network carriers. Mobile Banking may also not be supported by all Devices. Marshland cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or “out of network” issues.

## **Use of Mobile Banking Service**

We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking

as modified. You also accept responsibility or making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

### **Other Mobile Banking Agreements**

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions set forth in your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that the Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider). You also agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services and you also agree to resolve any issues or problems with your provider directly with the provider without involving us. You agree to review your account disclosures carefully, as they may include transaction limitations and fees which may apply to your use of Mobile Banking.

### **Equipment and Software**

Marshland Credit Union does not guarantee that your Device or mobile phone service provider will be compatible with Mobile Banking. Mobile phones and other Devices with internet capabilities are susceptible to viruses. You are responsible to ensure that your Device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively referred to as "viruses") which could result in damage to programs, files, and/or your phone or could result in information being intercepted by a third party. Marshland will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from such viruses. Marshland will also not be responsible if any non-public personal information is accessed via Mobile Banking due to any of the above named viruses residing or being contracted by your Device at any time or from any source. The Credit Union is not responsible for errors or delays or your inability to access the service caused by your Device. We are not responsible for the cost of upgrading the Device to remain current with the Service. We are not responsible for any damage to the Device or the data within.

### **Permitted Online and Mobile Banking Transfers**

You may use the Service to transfer funds between your eligible Marshland accounts. You may not transfer to or from an Account at another financial institution using Online or Mobile Banking. You must have sufficient funds available in the selected accounts at the time the transfer is received, including available overdraft protection (if applicable). We may process transfers that exceed your available balance at our sole discretion. Applicable fees may apply as

permitted by Law. Federal Regulations limit the number of transfers allowed from a savings or money market account per month. Online and Mobile Banking transfers count towards this limit. Each transfer from a savings or money market account using Online or Mobile Banking is counted as one of the six limited transactions permitted each month. (See Marshland's Consumer Account Disclosure Booklet, Marshland's Business Account Disclosure; the Marshland Agreement and Marshland Rate and Fee Disclosure.) We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option as permitted by Law.

You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

### **Your Responsibilities**

You agree to the following by enrolling in Online or Mobile Banking or by using the Service:

Account Ownership/Accurate Information. You agree that you are the legal owner of the Accounts and other financial information which may be accessed via Online or Mobile Banking. You agree that all information provided to us in connection with Online or Mobile Banking is accurate, current and complete, and that you are required to provide such information to us for the purpose of Online or Mobile Banking. You agree you will keep Marshland informed on any changes to your email address. You agree not to misrepresent your identity or your account information as well as keeping your account information up to date and accurate. You agree that you are an authorized user of the Device. You are responsible for all transactions you authorize using Online or Mobile Banking under this Agreement. If you permit others to use your log in or password you are responsible for any transactions they authorize or conduct on any of your Accounts. Marshland has the right to rely upon the access of Online or Mobile Banking using log in and password information as legitimate.

User Security. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Online Banking or Mobile Banking. You agree you will not give out account information, user log in or passwords, leave your computer unattended while on Online Banking, allow your computer to store your user name and password, leave account information in view or range of others, nor will you send any private account information via a public or general email system. You also agree to log out of Online Banking completely if you are using a public computer. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you allow access to Online or Mobile Banking to an unauthorized user, you will be responsible for any transaction they authorize and we will not be

liable for any damages as a result. You agree not to use any personally identifiable information when creating shortcuts to your Account. We recommend that you change your password regularly. We are entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize your password and do not write it down. You are responsible for keeping your password and account information confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account, notify us immediately by calling 912-279-2000 or 1-888-265-9565. You may also notify us in writing at Marshland Credit Union, P.O. Box 1957, Brunswick, Georgia 31521-1957. We make no representation that any content or use of Mobile Banking is available in locations outside the United States. Accessing Mobile Banking from locations outside the United States is at your own risk.

User Conduct. You agree not to use Online or Mobile Banking or the content or information delivered through Online or Mobile Banking in any way that would be considered illegal or violate any law or statute. Harassment or threatening language will result in the closure or suspension of your Account. You also agree not to make commercial use of Online or Mobile Banking or resell, lease, rent, or distribute access to Online or Mobile Banking.

Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Marshland Credit Union its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from third party claims, disputes, action or allegation of infringement, misuse, or misappropriation based on information, data, file, or otherwise in connection with the Service; your violation or any law or rights of a third party or your use or use by a third party of Online or Mobile Banking.

Errors: In Case of Errors or Questions about Your Electronic Transfers Telephone us 912-279-2000 or 1-888-265-9565. You may also notify us in writing at Marshland Credit Union, P.O. Box 1957, Brunswick, Georgia 31521-1957 or E-mail us at [marshland@marshlandcu.com](mailto:marshland@marshlandcu.com) 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 the statement or receipt.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. *Tell us your name and account number (if any).*
2. *Describe the error or the 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 credit 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 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 credit your account.

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

We will tell you the results within three business days after 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.

## **Termination**

Marshland Credit Union reserves the right to terminate Online or Mobile Banking, in whole or in part at any time with or without cause and without prior written notice as allowed by Law. In the event you provide a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers previously authorized, but not made. We also reserve the right to suspend the Service either temporarily or permanently in situations deemed appropriate in our sole and absolute discretion including if a security breach has been attempted or has occurred. We may consider repeated incorrect attempts to enter your username or PIN as an indication of an attempted security breach. Termination of the Service does not affect your obligations under this Agreement in respect to occurrences before termination.

Once you active your Device for this service, YOU are responsible for keeping any personal information in your Device secure. For your protection, you agree to:

- Log in to Online Banking and cancel your SMS service if you or your wireless carrier provider is cancelled.
- Login to Online Banking and cancel your SMS service if your Device is lost or stolen. Contact Marshland if your Device is lost or stolen.
- Login to Online Banking and cancel or edit your SMS service if there are changes to your wireless carrier provider or Device number (cell phone number).
- Erase your "Sent Messages" and "Inbox" that may contain your SMS PIN number or other personal information

You acknowledge, agree and understand that your receipt of any SMS messages may be delayed or prevented by factor(s) affecting your wireless carrier provider and/or other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of any message(s). You agree to the terms of the indemnification clause as specified in the Online Banking Agreement. You also agree not to hold the Credit Union liable for any losses, damages or costs that may arise in whole or in part, from :

- Non-delivery, delayed delivery, or the misdirected delivery of any message.
- Inaccurate or incomplete content in any message.
- Your reliance on or use of the information provided in any SMS service message for any purpose

The Credit Union provides this service as a convenience to you. We do not use text messaging for any purpose not included in this system and will not respond to text messages sent to us that do not comply with appropriate action codes. A SMS message does not constitute an official record for the Account to which it pertains. The Credit Union reserves the right to terminate this service or begin charging a fee for this service at any time without prior notice to you, except where required by Law. All provisions of any agreements or disclosures previously made pertaining to your Account(s) remain in effect and are not superseded or amended by this agreement.

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