



Online Banking Terms & Conditions

In order to sign up for MedPro Online Banking you must agree to the following terms and conditions

Internet Banking Disclosure & Agreement for Personal Computer Use

I. Introduction

These MedPro Federal Credit Union Disclosures and Agreements (these Disclosures and Agreements) govern your use of the MedPro FCU, Personal Account Teller At Home or ONLINE BANKING (the "Service"). By subscribing to the Service or using the Service, you agree to these Disclosures and Agreements. Please read these Disclosures and Agreements carefully and print a copy for your records.

As used in these Disclosures and Agreements, "you" or "your" refers to the person(s) subscribing to or using the Service (including without limitation others you permit to use the Service); "Credit Union," "we," "us" or "our" refers to MedPro FCU and any agent, independent contractor, designee, or assignee MedPro FCU may, in our sole discretion, involve in the provision of the Service.

The first time you access your accounts through ONLINE BANKING it confirms your agreement to be bound by all the disclosures and agreements and acknowledges your receipt and understanding of this Disclosure and Agreement.

II. Using the Service

1. Transactions Available. You may initiate transactions at any time seven days a week, 24 hours a day. However, business days are considered Monday through Friday except holidays. Transaction dates are Monday through Friday except holidays. As with any computer/phone system, there will be some times when service is unavailable because of technical problems or routine maintenance. You may use the Service to:

- A. Obtain share and loan balances and share and loan history information
- B. Review checks that have cleared from your checking account.
- C. Make transfers from your share savings, checking and club accounts.
- D. Withdraw funds from your account by check to be mailed to you at your address of record.
- E. Make MedPro FCU loan payments or MedPro MasterCard payments from your Credit Union checking or savings accounts.
- F. Change your password/PIN.
- G. Other enhancements, transactions, inquiries, or calculations that may be made available on P.A.T.H from time to time.
- H. Transfer from one membership number to other accounts on which you are signed or named as joint accountholder.

2. Transaction Limitations.

- A. Transfers between your accounts are limited to the available balance of the account from which money is withdrawn.
- B. For all club accounts, you are restricted to a maximum of six transfers during the statement period to another Credit Union account or yours by means of P.A.T.H, pre-authorized automatic transfer/withdrawal, or phone request including MAX in accordance with Federal Regulation D. The transfer limitations are per share account, regardless of the type of transfer.



C. Consumer loan payments may be made via ONLINE BANKING as transfers. Loan payments for all loans types with us must be completed on or before the close of business of the loan's Due Date. If the scheduled payment falls on a weekend or holiday, the loan payment must be transferred to the loan by the close of business on the PRECEDING working day. Once the minimum payment amount is made with the Credit Union, the loan Due Date will advance to the next scheduled Payment Date. This can be accomplished in one transaction or by several transfers. If the system is unavailable or you cannot access the system, you are still responsible to have your loan payment(s) to the Credit Union on time. You are responsible for any late charges or other fees that may be assessed to your loan(s).

D. E-mail is available through MedPro FCUs web site as a way to communicate with MedPro FCU, however you may not use E-mail to initiate transactions on your account(s).

3. Your Password/PIN. You will be given a temporary password/PIN to use to initially access your account. The Credit Union will send it to you via regular mail service. You MUST change the password/PIN by following the screen prompts the first time you log on. Future changes should be made through the "Member Account" option on the menu bar.

To help safeguard your password, you should change it frequently. If you forget your password, you must contact us and we will issue you a new password. When we must issue you a new password, it will not be available to use for 24 hours.

Because your password can be used to access money and information about your accounts, you should treat your password/PIN with the same degree of care and secrecy that you use to protect your MasterCard Credit Card, MasterMoney Debit Card and/or MoneyPass ATM Card personal identification number or other sensitive personal financial data. You should choose a password/PIN that you can remember easily. Do not choose any part of your name, address, Social Security number or date of birth. You agree not to give your password, or make available, to any person not authorized to access each of your Accounts. Accounts can be accessed via ONLINE BANKING only when the password is known. Therefore, disclosing your password whether intentional or accidental constitutes authorization for use by others, such as a family member or coworker. You agree to be liable for their actions. If you wish to rescind access by another person, you may do so by changing your password via P.A.T.H., so that access by that person is no longer authorized.

4. Statements. Your periodic statement will clearly identify each electronic transaction. As an online banking user, you are automatically enrolled in the E-Statement Program. If you opt-out of this program, statements will be mailed to you either monthly or quarterly, depending on the type of account.

5. Fees. There is no fee assessed for use of ONLINE BANKING See our Fee Schedule for a list of current fees for other services.

III. Rights & Liabilities

1. Our Liability for Failure to Complete Transactions. We will process and complete all transfers properly initiated through the Service in accordance with these Disclosures and Agreements. However, we will not complete a transfer if the following is applicable:

A. Through no fault of ours, you do not have enough money in your accounts to make the transfer.

B. Some or all of the money in your account is subject to legal process or other encumbrance restricting the transfer.

C. Your computer fails or malfunctions or ONLINE BANKING was not properly working and such problem should have been apparent when you attempted such transaction.

D. Circumstances beyond our control, such as fire, flood, etc. prevent the proper completion of the transfers, despite reasonable precautions taken by us.



2. Limitation of Liability. Except as otherwise provided in these Disclosures and Agreements or by law, you hereby expressly release and discharge us so that we are not responsible for any loss, injury, or damage, whether direct, indirect, special, or consequential, economic or otherwise, caused by the Service or the use of the Service.

We are not responsible for any products or services relating to your personal computer, other than those specified in these Disclosures and Agreements. We also are not responsible for any damage to your personal computer, modem, telephone or other property resulting from your use of the Service.

Without limiting the generality of the foregoing, we are not responsible for any loss, damage or injury resulting from (a) an interruption in your electrical power or telephone service; (b) the disconnecting of your telephone service by your local telephone company or from deficiencies in your line quality; (c) any defect or malfunction of your home computer, modem, or telephone service; or (d) nor are we responsible for any computer virus you may encounter.

3. Notice of Your Rights and Liabilities. Anytime you believe your password/PIN has been compromised, you are responsible for changing it. You must change your password/PIN IMMEDIATELY upon the suspicion that your password/PIN has been stolen or compromised. Then you must notify us AT ONCE according to the stated procedures. Telephoning is the best way to keep possible losses down. You could lose all the money in your accounts (plus the maximum of any available lines of credit).

If you believe your password/PIN has been lost or stolen or that someone has transferred or may transfer money from any of your accounts without your permission:

1. Call MedPro FCU at (330) 848-6066
2. Fax MedPro FCU at: (330) 848-6095, or
3. Write us at MedPro FCU, 1174 Battles Ave. Akron, OH 44314.

If you tell us within two (2) Business Days after you discover that your password/PIN has been lost or stolen, you can lose no more than \$50 if someone used your password without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make or authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) prevented you from telling us, we may extend the time periods.

4. Errors and Questions. In case of errors or questions about your transfers, you should:

1. Telephone MedPro FCU at (330) 848-6066.
2. Write us at MedPro FCU, 1174 Battles Ave. ,Akron, OH 44314.

We must hear from you no later than sixty (60) days after you received the FIRST statement on which the problem or error first appeared or you first received notification of the problem or error on your home computer. Please have the following information ready or include all in your correspondence to us:

1. Your name and account number.
2. The date the error occurred.

Description of the error or transfer you are unsure about and why you believe it is an error or why you need more information.



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 twenty (20) 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 provisionally 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 twenty (20) business days, we may not credit your account.

If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of documents that we used in our investigation.

IV. General Terms¹. Disclosure of Account Information to Third Parties. We will disclose information to third parties about any of your accounts or transfers you make:

- A. Where it is necessary for completing a transfer; or
- B. In order to verify the existence and condition of any of your accounts for a third party, such as a credit bureau or merchant, or
- C. In order to comply with a government agency or court order; or
- D. To our affiliates or for purposes of offering or providing you other products or services; or
- E. If you give us your written permission.

2. Authorization to Obtain Information. You agree that we may obtain and review your credit report or other information about you from an authorized credit bureau or other person.

3. Entire Agreement. These Disclosures and Agreements constitute the agreement between you and us related to the Service and supplement any other agreement or disclosure related to any of your accounts.

In the event of a conflict between these Disclosures and Agreements and any other agreement or disclosure related to any of your accounts, any statement by our employees or agents, or any representation or statement relating to or set forth in the Software, as to matters relating to the Service, these Disclosures and Agreements shall control.

4. Acknowledgment of Existing Account Disclosures and Agreements. You understand and agree that all terms and conditions associated with your accounts as provided in the account Disclosures and Agreements shall apply and are in full force and effect when accessing your accounts via P.A.T.H.

5. Acknowledgment of Disclosures. You agree that by using the ONLINE BANKING Service or allowing another to access your account(s) via P.A.T.H., that you have received a copy of, and agree to be bound by the Disclosure and Agreements of the most recent Account Disclosures and Agreements and ONLINE BANKING Disclosures and Agreement.

6. No Unilateral Alterations to Disclosures and Agreements by You. These Disclosures and Agreements may not in any way be altered by you without our express written agreement. Any attempt by you to alter these Disclosures and Agreements without our express written agreement shall be void and shall have no legal effect.

You hereby agree to indemnify and hold us harmless from and against any and all claims, losses, liabilities, penalties, expenses and any or other damages (including without limitation reasonable attorney's fees) directly or indirectly resulting from, relating to or arising in connection with any successful or unsuccessful attempt by you to alter these Disclosures and Agreements without our express written agreement.

7. Amendments/Change of Terms. The Credit Union reserves the right to amend, modify, revoke, or cancel the terms of this Disclosure and Agreement or any Transaction services contemplated herein. If notification is required by law, notice will be mailed to you at the address shown on the Credit Union's records. It is the obligation of each member to update any new addresses. Any revised, amended, or modified conditions, rules or regulations shall be effective at the earliest date allowed by law. Prior notice may not be given if an immediate change is necessary to protect the security of your account or the electronic transfer systems. Use of this Service is subject to existing regulations and any future changes in those regulations.

If you do not agree to the change or amendment, you must notify us prior to the effective date of any change or amendment, you agree to that change or amendment.

8. Waivers. No delay or omission by us in exercising any rights or remedies under these Disclosures and Agreements shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by us.

9. Assignment. You may not assign these Disclosures and Agreements, or any of your rights or responsibilities under these Disclosures and Agreements, to any other party. We may assign these Disclosures and Agreements to any or all of our rights and/or responsibilities under these Disclosures and Agreements, or delegate any or all of such rights and responsibilities, to any third party or parties.

10. Governing Law. These Disclosures and Agreements shall be governed by and construed in accordance with the laws of Ohio without regard to that state's conflict of laws provisions. We reserve the right at any time to terminate your right to make Transactions as we deem it necessary without prior notice to you.

11. Hold Harmless. You shall indemnify, which includes payment of the credit union's attorney's fees and court costs and hold harmless the credit union and/or its officers, directors, employees, successors, and assigned from and against any and all claims, demands, liabilities, causes of actions, complaints, awards and/or judgments for damages of any type and kind of any third party or entity which may arise or are connected with your use of the Service and/or the terms of this Disclosure and Agreement. This indemnification and hold harmless provision shall survive and be in full force and effect subsequent to the termination of this Disclosure and Agreement.

12. Attorney Fees. In any action, at law or inequity including arbitration, or mediation, which is commenced to either enforce or interpret the terms of this Disclosure and Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs from the other party. The right of the prevailing party to recover said fees shall survive and be in full force notwithstanding the termination of this Disclosure and Agreement.

13. Data Recording. When you use the Service to go on-line with us, transfer, account inquiry, electronic message, or other information you enter will be recorded. By using the Service, you consent to such recording.

14. Severability. If any provision of these Disclosures and Agreements is determined to be void or invalid, the remainder of these Disclosures and Agreements, as the case may be, shall remain in full force and effect.

15. Headings. The Section headings used in these Disclosures and Agreements are for convenience only and shall not be held to limit or affect the terms of these Disclosures and Agreements.

16. Termination. Termination of your internet banking rights may be instituted by the credit union for non-payment of any assessed fees, you close your account, you cause your account to be in default, or have a negative balance, or for any reason deemed to be illegal by law or when the management of the credit union deems the internet relationship to be detrimental to the credit union.

Disclaimer of Warranty: Our online banking services are provided without warranty of any kind on an "as is" basis. You assume any risk in using the online banking service. No guarantees or warranties or representations are made regarding correctness, accuracy, or reliability concerning the use of the online banking service. We make no warranty expressed or implied, including but not limited to, implied warranties of merchantability and fitness for particular purpose as to online banking service unless disclaiming such warranties is prohibited by law.