

# MAX Credit Union

## myMAX Online Branch Access Agreement and Disclosure Statement

Effective July 31, 2013

This agreement states the terms and conditions that apply when you apply for qualifying account(s) on the Internet; open qualifying account(s) on the Internet; Internet-enable qualifying account(s); access account information over the Internet; access account statements, disclosures, notices, letters, and other information provided electronically over the Internet; or transfer funds between qualifying Internet-enabled accounts. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this agreement.

### **Explanation of Certain Terms:**

"We", "us" and "our" means MAX Credit Union.

"You" and "your" mean an individual person or business entity that we permit to use the myMAX Online Branch services subject to the terms of this agreement.

"Business Authorized Signer" means, if you are a business entity, anyone we reasonably believe, in accordance with our security procedures, to be authorized to act on your behalf in connection with our myMAX Online Branch service.

"Internet-enable" your account(s) means to enable you to obtain our service that allows you to obtain information and perform transactions we make available for your qualifying accounts over the Internet by use of a personal computer and modem and/or other means we authorize or allow.

"myMAX Online Branch" means the services provided under this agreement which allow you to access information about your Internet-enabled accounts, transfer funds between qualifying accounts, and perform other transactions and obtain other services that we authorize or allow, including our bill pay service.

"Online" means through the Internet by use of a personal computer or other screen-based electronic device.

"Account" means a deposit, loan or other account, including an application for such account, for which information may be accessed or transactions may be performed using our MyMAX Online Branch service.

"Consumer account" means an account established primarily for personal, family, or household use.

"Business account" means an account that is not a consumer account.

"Access codes" include the customer identification number, log-in, password and any other means of access to our myMAX Online Branch service we establish or provide for you.

**Access Codes:** To use our myMAX Online Branch service, you must use the access codes we establish or provide for you. Keep them confidential to prevent unauthorized use or loss to your accounts. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your personal computer or mobile device, or unauthorized use of your access codes. Anyone to whom you give your access codes will have full access to your accounts even if you attempt to limit that person's authority. Additionally, that person will have full access to any other of your accounts which are accessed by those access codes, even if those accounts are in your name with another person. None of our employees or employees of our affiliates will contact you via phone or e-mail requesting your access codes. If you are contacted by anyone requesting this information, please contact us immediately at 334-260-2600, or 800-776-6776.

**Protecting Your Personal Information:** In addition to protecting your access codes, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, or tax identification number. This information by itself or together with account information may allow unauthorized access to your accounts. You should treat personal information with the same level of care that you would for your account information. You should also protect and secure all information and data stored in any personal computer or other equipment you use to access our myMAX Online Branch service.

**Individual Agreement for myMAX Online Branch Service:** We do not have joint agreements for our MyMAX Online Branch service. If you are an individual or sole proprietor, you are the only member under this agreement. However, any of the accounts to which you have access through our myMAX Online Branch service may be jointly owned with, or joint obligations with others.

**Qualifying Accounts:** We will tell you which types of accounts qualify for our myMAX Online Branch service. You must be a named owner or authorized signer on the account in our records to qualify. You agree to provide us with any authority we require before we permit access to any qualifying account.

**How to Use Our myMAX Online Branch Service:** Please refer to the online help and instructions on how to use our myMAX Online Branch service.

**Types of myMAX Online Branch Services:** You, or someone you have authorized by giving them your access code (even if that person exceeds your authority), can instruct us to perform the following transactions:

Transfer funds between qualifying accounts;

Obtain information that we make available about qualifying accounts; and

Obtain other services or perform other transactions that we allow.

**Preauthorized Recurring Fund Transfers:** To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests you make for us to do so. We will only allow preauthorized recurring fund transfers that do not vary in amount.

**Communications Link and Your Equipment:** It is your responsibility to obtain and maintain your online communications link to our MyMAX Online Branch service to ensure that your use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities. You are responsible for obtaining, installing, maintaining and operating all hardware, software and Internet access services necessary for obtaining our myMAX Online Branch service.

**Limits on Online Funds Transfers:** You must have enough available money or credit in any account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars.

For security reasons, we may implement limits on the number or amount of transactions you can make using our myMAX Online Branch service. We also reserve the right to limit or suspend access to our myMAX Online Branch service as we deem necessary for security reasons. We may also limit access from countries other than the United States of America.

If any qualifying accounts are money market deposit accounts or time deposit accounts, share or club accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 in any statement period.

The kinds of withdrawals covered by this limitation are those made by means of preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, debit card, or similar order payable to a third party.

**When Online Funds Transfers Are Made:** Transfers are not final at the time we receive your instructions, but we will begin to process them promptly. You should allow at least 1 business day for us to process transfers.

Each transfer will be posted to any account with us from which it is made, and to any other account that is involved in the transaction, on the business day on which the transfer is made. Each transfer you make on a nonbusiness day, or after our myMAX Online Branch cut-off time on any business day, will be considered made on the next business day. Information you obtain about your accounts using our myMAX Online Branch service may not reflect transactions that have not yet been posted to your accounts. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information.

**Our Liability for Failure to Complete Transfers from Consumer Accounts:** If we do not complete a transfer from a consumer account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, there are exceptions. We will NOT be liable, for instance:

If, through no fault of ours, you do not have enough available money in the account from which a transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a transfer because of insufficient funds.

If any transfer would go over the credit limit of any account.

If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.



If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction.

If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.

If you do not instruct us soon enough for your transfer to be received and credited.

If the money in the account from which a transfer is to be made is subject to legal process or other claim restricting the transaction.

If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.

**Business Days:** Our myMAX Online Branch service is generally available 24 hours a day, 7 days a week. However, we only process External Transfers and Mobile Deposit transactions and update information on business days. Our business days are Monday through Friday. Holidays are not business days.

**Stopping or Changing Transfers:** If you want to stop or change transfers you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual transactions as well as preauthorized recurring transactions. The normal way to do this is for you to access the appropriate function in our myMAX Online Branch service no later than the day before the business day the transfer is scheduled to be made, and either delete it or make the change. You may also call or write us at:

**MAX Credit Union/Online Services**

(334) 260-2600 or (800) 776-6776

**Mailing Address:**

P O Box 244040

Montgomery, AL 36124-4040

or contact us by using any electronic stop payment method which we provide for this purpose. If you call or write, you must do this in time for us to receive your request 3 business days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If you order us to stop a preauthorized recurring transfer from a consumer account as described above, and we do not do so, we may be liable for your losses or damages. Some restrictions may apply.

**Statements/eStatements:** Your funds transfers will be included on the periodic statements we provide or make accessible to you for your accounts with us. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your mailing address, your e-mail address or if you believe there are any errors or unauthorized transactions on any statement or in any statement information.

**myMAX Online Branch Fees:** There is no monthly service charge for the myMAX Online Branch service. If you have an existing overdraft credit line or open loan Account attached to your checking Account, any overdrafts shall be subject to FINANCE CHARGES in accordance with the terms of the applicable agreement.

**Disclosure of Information to Others:** See our separate "Privacy Policy" for more information about how we share your information and your option(s) to limit this sharing.

**Your Liability for Authorized Transactions:** YOU ARE LIABLE FOR ALL TRANSACTIONS THAT YOU MAKE OR AUTHORIZE, EVEN IF THE PERSON YOU AUTHORIZE EXCEEDS YOUR AUTHORITY. If you have given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. We may have to change your access codes or take additional steps to prevent further access by such person.

**Notify us IMMEDIATELY for Unauthorized Transactions:** Tell us AT ONCE if you believe your access codes have been lost, stolen or otherwise compromised or used without your authorization. Quickly telephoning us is the best way of reducing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit).

You may call or write to us at:

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If we provide you with another electronic means of notifying us for this specific purpose, you may use that method. However, DO NOT use a general e-mail service or other electronic means that we have not specifically authorized for this purpose.

**Your Liability for Unauthorized Transactions from Consumer Accounts:**

This section applies only to transactions from consumer accounts.

If you tell us within 2 business days after you learn of the loss or theft of your access codes involving a consumer account, you can lose no more than \$50.00 if someone used them without your authority.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your access codes, and we can prove that we could have stopped someone from using them without your authority if you had told us, you could lose as much as \$500.00.

Also, if your statement for a consumer account shows transfers covered by this agreement that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was made available to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

**Transfers Involving Insufficient Funds:** If you instruct us to make a transfer and you do not have a sufficient balance in the account from which you are making the transfer (including available credit under any overdraft line), we may refuse to complete the transaction. We may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize. If we do not make a transfer, or if we reverse a transfer, because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the account from which you made, or attempted to make, the transfer.

**In Case of Errors or Questions About Transactions Involving Consumer Accounts:** This section applies only to transactions covered by this agreement and that involve consumer accounts.

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as soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement.

We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared. Provide your name, account number, and contact information.

Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error and why you need more information.

Tell us the dollar amount and date of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing so that we receive it 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 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 are not required to provisionally 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 provisionally credit your account for the amount you think is in error.

When the investigation is completed, we will make any necessary or appropriate adjustments to your account. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Changing Terms and Terminating This Agreement:** This agreement will stay in effect until it is changed or terminated.

We have the right to terminate this agreement at any time. We will ordinarily send you notice of any termination, but we are not required to do so unless applicable law requires such notice. Once we terminate this agreement, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. We may routinely terminate myMAX Online Branch service for members who have not used the service within the first 30 days after activation or if the service has been inactive for 90 days.

We also have the right to make changes in this agreement at any time. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice.

You may terminate this agreement at any time by notifying us in writing. However any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers or bill payments set up by you.

You are not permitted to alter or amend this agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

**Waivers:** No delay or omission by us in exercising any rights or remedies under this agreement or applicable law 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 a writing enforceable against us.

**Notices and Communications:** Except as otherwise provided in this agreement, all notices or other communications required to be sent to you will be effective on the date we send them to your last known mailing address that we have for you in our records or when we make such notices or other communications available to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them. You agree to notify us promptly of any change in your mailing address, e-mail address or telephone number.

**Recording:** You agree that we may tape record any telephone conversations you have with us regarding the services covered by this agreement. However, we are not obligated to do so and may choose not to in our sole discretion.

**Attorney Fees:** If we become involved in legal action to defend or enforce this agreement, you agree to pay our reasonable attorney fees and court costs, to the extent not prohibited by law.

**Law That Applies:** Regardless of where you live or work or where you access our myMAX Online Branch service, this agreement is subject to the federal law of the United States of America and the internal law of the State of Alabama. If any of the terms of this agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

**Additional Terms:** Please refer to the Membership Agreement or Business Membership Agreement and any other disclosures provided to you and our website Terms of Use for additional terms and conditions related to your account and use of the website. If you receive electronic delivery of information related to your account (including, but not limited to, account statements, disclosures, notices, and letters), please also refer to the Expedited Funds Availability Act Disclosure for Transaction Accounts and the Electronic Funds Transfer Act Disclosure for additional terms and conditions related to your account and use of the website. These documents may be found at [www.myMax.com](http://www.myMax.com).

**Signatures:** You agree to all of the provisions of this agreement (to the extent applicable as provided in this agreement) by any and all of the following means:

Using our myMAX Online Branch service to access account information or perform any transactions.

Causing your business authorized representative to physically sign this agreement, if you are a business entity.

Completing a separate electronic consent form to receive disclosures and enter into this agreement electronically.

Your electronic consent or use of our myMAX Online Branch service has the same effect as if you had signed this agreement with your physical signature or that of your business authorized representative.

Your physical signature, electronic consent, or use of our myMAX Online Branch service is also your acknowledgement that you have received a copy of this agreement in paper form, or if you have provided a separate electronic consent, in electronic form. If you are offered or provided an electronic copy of this agreement but would like to have a paper copy, you may access it at [www.myMax.com](http://www.myMax.com), or contact us by calling or writing:

**MAX Credit Union/Online Services**

334) 260-2600 or (800) 776-6776

**Mailing Address:**

P O Box 244040

Montgomery, AL 36124-4040

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**THE FOLLOWING SPECIAL PROVISIONS APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS:**

**Business Authorized Representative. If You Are a Business Entity:** If you are a sole proprietor, corporation, partnership, limited liability company, association or some other form of business entity, we will issue one set of access codes to an authorized representative.

It is your responsibility to ensure that access codes are provided only to persons you authorize. You represent to us that each company representative and anyone else using your access codes has general authority from your company to give us instructions to perform transactions using our myMAX Online Branch service.

Each person using your access codes will have the ability to:

Make transfers from qualifying accounts, regardless of the dollar amount of the transaction.

Make transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any accounts that are accessed.

Obtain information that we make available about qualifying accounts.

Obtain other services or perform other transactions that we authorize or allow.

Allow anyone else to use those access codes to make transfers or obtain information or other services.

**Your Liability for Transactions From Business Accounts:** YOU ARE LIABLE FOR ALL TRANSACTIONS THAT YOU MAKE OR AUTHORIZE, EVEN IF THE PERSON YOU AUTHORIZE EXCEEDS YOUR AUTHORITY. If you or a company representative has given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. You can terminate granted access codes yourself. You may call My MAX Service Center for assistance with terminating an authorized business representative. We may have to change your access codes or take additional steps to prevent further access by such person.

The system supporting our myMAX Online Branch service is designed so that it may be operated only upon entry of valid access codes. Since we condition access upon entry of valid access codes, we will accept instructions for transfers or other transactions from any person using valid access codes. This is so even if the person obtaining access:

- Is not an authorized signer or representative.
- Exceeds your authority or that granted by any authorized signer or representative.
- Does not have your authority.
- Has had his/her authority changed or revoked.
- Is an imposter or thief.

You agree to be bound by all transactions from any business account for which valid access codes were used. You authorize us to treat any instructions we receive using valid access codes as if the instructions had been made in writing and signed by the appropriate company representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our myMAX Online Branch service.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the more likely you are to keep your losses down. To notify us of a problem, please contact us immediately by following the procedures described in the section entitled "Notify us IMMEDIATELY for Unauthorized Transactions".

You agree to promptly examine all account statements and any confirmations of transfers which we or other financial institutions may send or make available to you, and to promptly notify us of any discrepancy or error within 30 days of receipt of any such statement or confirmation. You may call or write:

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(334) 260-2600 or (800) 776-6776

**Mailing Address:**

P O Box 244040  
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as soon as possible, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement.

**Limitations on Our Liability in Connection with Business Accounts:** We will make every reasonable effort to provide full performance of our myMAX Online Branch service and to resolve disputes that may arise on a timely basis. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable to you for any loss, damage or injury caused by our myMAX Online Branch service. Neither will we be liable for any consequential, incidental, special, indirect or punitive loss or damage, including, but not limited to, dishonor of checks or other items or expenses which you may incur or suffer by reason of this agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Other Services:** We may provide you other services through our myMAX Online Branch service platform which are not covered under this agreement.

These services will have a separate agreement with specific terms and conditions.

**Security Procedures:** By entering into this agreement and using our myMAX Online Branch service to perform transactions from business accounts, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this agreement. This includes, but is not limited to, protection of access codes and other personal and business information. Our security procedures are contained in this agreement and in other written procedures we may provide to you.

You acknowledge receiving a copy of our current security procedures in this agreement and other documents we may provide to you. You agree that our current security procedures are commercially reasonable in the context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no access codes are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

**Indemnification:** If you are a business entity or an individual performing transactions from a business account, YOU AGREE TO INDEMNIFY US AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES AND COSTS), LOSSES OR DAMAGES CLAIMED BY ANY THIRD PARTIES (INCLUDING BUT NOT LIMITED TO ANY COMPANY REPRESENTATIVES OR OTHER PERSONS AUTHORIZED TO PERFORM TRANSACTIONS) ARISING OUT OF (I) ANY TRANSACTIONS OR ATTEMPTED TRANSACTIONS COVERED BY THIS AGREEMENT FROM A BUSINESS ACCOUNT OR (II) YOUR BREACH OF THIS AGREEMENT. You agree that these rights and obligations shall survive the termination of this agreement.

**MAX Credit Union**  
**Mobile Deposit Service Terms and Conditions – Consumer**  
Effective July 31, 2013

**PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.**

**Explanation of Certain Terms:**

"We", "us" and "our" means MAX Credit Union and all of its respective successors or assigns.

"You" and "your" mean an individual person that we permit to use the mobile check deposit service, subject to the terms of this agreement.

"Access Codes" include the customer identification number, log-in, password and any other means of access to the Service we establish or provide for you.

"Business Day" means every Monday through Friday, but does not include holidays.

"Compatible mobile device" means an Android™ or iPhone® phone with a rear-facing camera.

"Consumer Account" means an account established primarily for personal, family, or household use.

"Online" means through the Internet by use of a personal computer or other screen-based electronic device.

"Service" means our mobile check deposit service.

**Use of Service:** This Service allows you to deposit checks into your eligible accounts with us from a remote location by digitally imaging, or photographing, an item with a compatible mobile device that then delivers the image and associated deposit information to us electronically. You can only submit one check deposit at a time. You may submit additional check deposits consecutively, after each submission is complete.

You may use the Service only for non-business, personal use in accordance with this agreement. In order to use the Service, you must obtain and maintain, at your expense, a Compatible Mobile Device. We are not responsible for the functionality or maintenance of any third party hardware or software you may need to use the Service.

**Agreement Acceptance:** This agreement applies to Consumer Accounts only.

You must read and accept this agreement before you may begin making mobile deposits. Please read this agreement carefully and keep a copy for your records. Use of the Service means you accept and agree to all terms and conditions of this agreement.

**Eligibility and Qualification Requirements:** You must first download our App on your Compatible Mobile Device in order to access the Service. You must have at least one account with us that is eligible for the Service.

To qualify for the Service, you must meet eligibility criteria as dictated by us including, but not limited to, the following:

Your account balance must be greater than \$0.00

**Limitations of Service:** When using the Service, you may experience technical or other difficulties. We do not assume liability for any technical or other difficulties that you may incur. We reserve the right to change, suspend or revoke the Service immediately and at any time without prior notice to you. In the event the Service is not available to you, you acknowledge that you can deposit your check at a branch office location, through a participating ATM, or by mail.

**Charges or Fees:** If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to and you will be assessed a fee in the amount shown on our current Fee Schedule for a returned deposit item. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment. You agree that we may debit any account maintained by you in order to obtain payment of your obligations under this agreement.

You acknowledge that wireless providers may assess fees, limitations, or restrictions. You agree that you are solely responsible for all such fees, limitations, and restrictions, and that we may contact you via your wireless device for any purpose concerning your accounts with us, including but not limited to account servicing and collection purposes.

**Eligible Items:** Subject to exclusions described elsewhere in this agreement, you agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC, Expedited Funds Availability Act. You may only use the Service to deposit original paper checks that are made payable to the name of the account owner.

**Ineligible Items:** You agree that you will not use the Service to scan and deposit any ineligible item. Ineligible items include, but are not limited to, the following:

Checks payable to any person or entity other than you;

Checks payable to two (2) or more persons not alternatively, unless deposited into an account owned by all payees (for example, a check made payable to "John and Jane" cannot be deposited into an account that is not owned by both John and Jane);

Checks payable to a business, organization, or estate;

Checks payable to "Cash" "MAX Credit Union";

Third party checks (for example, a check that is payable to someone else, endorsed and signed over to you);

Checks that are incomplete (for example, any item that does not contain the signature of the maker, endorsement signature(s), or other required information);

Demand drafts or remotely created checks (for example, checks lacking the original signature of the person authorizing the check);

Substitute checks (for example, paper checks created from an electronic image);

Photocopies of checks;

Checks that require authorization;

Checks with inconsistent numerical and written dollar amounts;

Checks that are not dated;

Checks that are stale-dated (for example, ninety (90) days or more after the issue date for checks containing instructions that state "Void 90 days after issue date");

Checks that are post-dated (for example, a check showing a future date);

Checks that are more than six (6) months old;

Checks containing an obvious alteration to any of the fields on the front of the check or item;

Checks that you know or suspect are fraudulent or not properly authorized;

Checks not payable in United States currency;

Checks issued by a financial institution located outside the United States;

Checks transmitted from an OFAC-restricted country;

Checks drawn or otherwise issued by you or any other party on any of your accounts with us;

Consumer loan, credit card or mortgage payments;

Money orders or travelers checks;

Starter or counter checks;

Amex Gift Cheques;

Savings bonds;

Registered government warrants;

Insurance drafts;

Rebate checks;

Non-negotiable items (for example, items stamped "non-negotiable");

Deposits to IRA, HSA, or Share Certificate accounts;

Deposits to Trust accounts, Custodial accounts, Estate accounts or other accounts with similar custodial arrangements;  
Checks that exceed the deposit limit(s) that we establish for the Service;  
Checks previously submitted for deposit;  
Checks that have previously been returned unpaid for any reason; and  
Checks purporting to be a lottery or prize winning.

**Image Quality:** The image of the item transmitted to us must be clearly legible. The image being transmitted must comply with all standards for image quality established by American National Standards Institute, including but not limited to ANSI X9.100-140; clearing house; association or any other regulatory agency.

**Endorsement Requirements:** You agree to endorse all items with your signature and print "Mobile Deposit" on all items. We reserve the right to reject all items that are not endorsed as specified.

**Deposit Limits:** For security reasons, we implement limits on the number and/or dollar amount of mobile deposits you can make using the Service. We reserve the right to change these limits or suspend access to the Service as we deem necessary for security reasons.

When using the Service to deposit funds, each mobile deposit is limited to:

\$10,000.00 per item  
\$10,000.00 per day  
\$15,000.00 per month

**Receipt of Items:** We reserve the right to reject any item transmitted through the Service, at our discretion. We are not liable for items we do not receive or for images that are not transmitted completely.

**Cut-Off Time:** The Cut-Off Time is 11:00 PM Central Time.

The Cut-Off Time is determined by the time displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your compatible mobile device. For this reason, we suggest that you transmit an item for mobile deposit to us sufficiently in advance of any Cut-Off Time to eliminate the possibility of missing the cutoff.

**Method of Presentment:** The manner in which items are cleared, presented for payment, and collected shall be in our sole discretion. You agree to be bound by any clearinghouse agreements, operating circulars, and image exchange agreements to which we are a party.

**Retention and Disposal of Items:** You agree to retain each item for a minimum of 14 days but not greater than 60 days after your funds have been posted to your account. Upon receipt of these funds, you agree to mark the items prominently as "Void" and to dispose of the item(s) in a way that prevents representing for payment. You agree to store each retained item in a secured locked container until such proper disposal is performed. You will promptly provide any retained item to us as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any item.

**Statements:** Your mobile deposits made using the Service will be included on the periodic statements we provide or make accessible to you for your account(s) with us. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your mailing address, your e-mail address or if you believe there are any errors or unauthorized transactions on any statement or in any statement information.

**Errors or Discrepancies:** Notify us at 1-800-776-6776 as soon as possible, if you believe your statement is incorrect, or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appeared. Tell us your name and account number. Describe the error or transaction you are unsure about, and explain as clearly as you can why you believe it is an error and why you need more information. Tell us the dollar amount of the suspected error.

If you do not notify us within 60 days from the date your statement was sent to you, you may not be compensated for any losses.

**Security Requirements:** To prevent unauthorized usage of the Service, you agree to ensure the security of the Compatible Mobile Device(s) you own and use to access the Service. By securing these devices, we specifically mean installing operating system patches, antivirus software, firewall and spyware detection as applicable and keeping this security software current as well as securing the physical device from theft or unauthorized use. You agree to provide additional information upon request.

You agree to comply with all of our present and future security procedures for the Service covered by this agreement. This includes, but is not limited to, protection of Access Codes and other personal information. If you permit any other person or entity to use the Service or to access or use your Access Codes or other means to access your account(s), you are responsible for any transactions and activities performed from your account(s) and for any use of your personal and account information by such person or entity. If you believe someone may attempt to use your Access Codes or other means to access your account(s) without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 1-800-776-6776. We may at our option change the parameters for the Access Codes without prior notice to you.

You agree that our current security procedures are commercially reasonable. We may advise you of changes to the security procedures to the extent they affect your use of the Service, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no Access Codes are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

**Disclaimer of Warranties:** Our representations, warranties, obligations, and liabilities and your rights and remedies set forth in this agreement are exclusive. The software is provided by us and our licensors "AS IS" and on an "AS AVAILABLE" basis. We disclaim all warranties of any kind as to use of the Service, whether express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. We make no warranty that (i) the Service will meet your requirements, (ii) the Service will be uninterrupted, timely, secure or error free, (iii) the results that may be obtained from the Service will be accurate or reliable, and (iv) any errors in the Service or technology will be corrected.

**Limitation of Liability:** UNLESS OTHERWISE REQUIRED BY LAW, WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES, DAMAGES, OR LIABILITIES ARISING FROM OR RELATED TO USE OF THE SERVICE DESCRIBED IN THIS AGREEMENT. We are not liable for any loss or damages resulting from any failure of your Compatible Mobile Device or other equipment, hardware or software. We are not responsible for any electronic virus or viruses that you may encounter. Our liability for errors or omissions with respect to the data transmitted or printed by us will be limited to correcting the errors or omissions.

**Risk of Loss:** In the event of a system failure or interruption, your data may be lost or destroyed. Any mobile deposit that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than Online to ensure the accuracy and completeness of such transaction. You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any mobile deposit so affected.

**Attorney Fees:** If we become involved in legal action to defend or enforce this agreement, you agree to pay our reasonable attorney fees and court costs, to the extent not prohibited by law.

**Records:** Our records kept in the regular course of business shall be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive.

**User Warranties and Indemnification:** You warrant to us that:

You will only transmit eligible items that are properly endorsed;  
Images meet the image quality standards;  
You will not transmit duplicate items;  
You will not deposit or re-present the original item once it has been scanned and sent through the Service unless specifically requested to do so by us;  
All information you provide to us is accurate and true;  
We will not sustain a loss because you have deposited an image;  
You will comply with this agreement and all applicable rules, laws and regulations; and  
Items you transmit do not contain viruses.

You agree to indemnify and hold us harmless from any loss for breach of the warranty provision.

**Change in Terms:** We reserve the right to change the terms and conditions of the Service, or terminate this agreement without notice at any time. You may terminate this agreement at any time by notifying us in writing, however, any use of the Service will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it.

You are not permitted to alter or amend this agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

**Notices:** Unless otherwise required by applicable law, any notice or written communication given pursuant to this agreement may be sent to you electronically. We may, in our sole discretion, provide notice by email or by mail. You will be deemed to have received a notice no later than three (3) days after it is sent by us, whether sent by email or by mail.

**Assignment:** You may not assign this agreement. We may assign this agreement to an affiliate of the Credit Union or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this agreement is related without your prior written consent.

**Waiver:** We will not be deemed to have waived any of our rights or remedies under this agreement unless such waiver is in writing and signed by us. 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 delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**Disclosure of Information to Others:** See our separate Privacy Policy for more information about how we share your information and your option(s) to limit this sharing. Please contact us for a copy of our Privacy Policy or, to access it online, click the "Privacy Policy" link on our website [www.myMax.com](http://www.myMax.com).

**Additional Terms:** The terms and conditions of this agreement supplement any other agreement(s) and/or disclosures related to your Membership and your account(s) with us, provided to you separately.

Please refer to the Membership Agreement, our website Terms of Use, and the Online Access Agreement and Disclosure Statement for additional terms and conditions related to your account(s) and use of the website. If you receive electronic delivery of information related to your account(s), please also refer to the Electronic Funds Transfer Act Disclosure for additional terms and conditions related to your account(s) and use of the website. Together these constitute the entire agreement between you and us with respect to the Service. You may contact us for a copy of these agreements and any other agreements applicable to your account(s), which may also be found at [www.myMax.com](http://www.myMax.com).

**Choice of Law and Severability:** This agreement is governed by the federal law of the United States of America and the internal law of the State of Alabama. Should any court determine that any provision of this agreement is not valid or enforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. A determination that any provision of this agreement is invalid or unenforceable shall not render any other provision of this agreement invalid or unenforceable. Unauthorized use of the Service is strictly prohibited.



**MAX Credit Union**  
**Smartfolio Personal Financial Management**  
**Agreement and Disclosure**

**PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.**

Use of MAX's Smartfolio indicates acceptance of terms and conditions set forth in the Membership Agreement and the terms and conditions set forth in this Smartfolio Agreement and Disclosure (this "Agreement") as each may be jointly and/or independently amended from time to time. This Agreement governs the use of the personal finance management tool described herein as Smartfolio (or the "Service"), which is offered by and through MAX Credit Union ("MAX", "we", "us", or "our"), to each member or business whose application (the "Application") for the Service is approved. Each reference in this Agreement to "you" or "your" means each member who submits the Application for the Service (and refers to all such members jointly and severally).

With our fully interactive online service, you may monitor any of your financial account relationships from any of your accounts at MAX Credit Union or from any other account held by you at another financial institution, referred to in this agreement as "Accounts", assuming, of course, that the financial institution has the ability to and permits you to release your financial information to MAX's Smartfolio and MAX Credit Union.

**Explanation of Certain Terms:**

"Account" means any of your accounts at MAX Credit Union or any other account held by you at another financial institution.

"MAX", "we", "our", or "us" means MAX Credit Union.

"Smartfolio" and/or "Service" means the account management service that MAX Credit Union makes available through Smartfolio with DebtFolio, Inc., a Delaware Corporation, doing business as Geezeo.com. The Service includes analyzing your personal finances through the Account information you provide, and the impact of various strategies on them. **Information Authorization:** We reserve the right to obtain such additional information as we deem reasonably necessary to ensure that you, or financial institutions holding your accounts, are not using our Service in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering".

MAX Credit Union reserves the right, in its sole discretion, to determine if you are eligible and approved for the Service. If you are approved for the Service, we shall verify the Accounts that you add to the Service. You authorize us to validate the Accounts.

Once the validation is complete, we may also verify Accounts by requiring you to submit proof of ownership of the Account.

**User Content:** Subject to our privacy policy, you agree that we may use, copy, modify, display and distribute any information, data, materials or other content (the "Content") you provide to us for the purpose of providing the Service, and you hereby give us a license to do so. By submitting Content, you represent that you have the right to grant such Content license to us for the purposes set forth in this Agreement.

**Accounts:** You understand and agree that at all times your relationship with us and each Account provider is independent of us and your use of the Service. We will not be liable or responsible for any acts or omissions by the financial institution or other provider of any Account, including without limitation any modification, interruption or discontinuance of any Account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ARE COLLECTING INFORMATION RELATED TO THE SERVICE FROM ANY OF YOUR ACCOUNTS, WE ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. YOU AGREE THAT WE, OUR AFFILIATES AND PARTNERS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES, OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS; (5) THE ACTIONS OR INACTION OF ANY OTHER FINANCIAL INSTITUTION OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of accounts are eligible for the Service. Be sure to check with your financial institution for restrictions regarding your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from the provider of your Account or those imposed by applicable law.

**Electronic Communications:**

A. **General Consent:** The Service is an electronic, Internet-based service. Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information ("Communications") may be provided by electronic means:

This Agreement and any amendments, modifications or supplements to it.

Your records of funds transfers and other transactions through the Service, including without limitation confirmations of individual transactions.

Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by federal or state law.

Any Member Service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service.

Any other communication related to the Service.

Although we reserve the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format are considered to be in writing. You should print a paper copy of this Agreement and any electronic Communication that is important to you and retain the copy for your records. If you do not agree to receive this Agreement or the Communications electronically, you may not use the Service.

B. **How to Update Your Records:** You agree to promptly update your registration records with us if your email address or other information changes.

**Privacy Policy and Confidentiality:** We regard your privacy and security with the utmost importance, and we are absolutely committed to safeguarding any information that you share with us. In order to provide the Service, we must obtain from you certain personal information about you, your Accounts, and your transactions (referred to herein as "User Information"). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our privacy policy.

All of your personal and financial information will be placed on a secure portion of our web site. We have multiple levels of security that have been designed especially for us.

**Business Days:** The Service will monitor transactions on Business days. Our Business days are Monday through Friday. Holidays and Observed Holidays are not included.

**Authorization and Limitations:** You authorize us to access your personal financial information for each account you request the Credit Union to include in the Service.

**Suspension and Reinstatement of the Service:** In the event that we, at any time, incur a problem with your use of the Service, including, without limitation, attempting to include Accounts you are not authorized to access, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend or terminate your right to use the Service immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss. In the event of such suspension, you may request reinstatement of the Service by contacting us using any of the methods provided for under the Agreement. We reserve the right to, at our discretion, grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, we at our sole discretion may thereafter restore your ability to use the Service.

**Your Responsibility for Errors:** You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you. You understand that financial institutions receiving your request for the release of information may rely on such request through the Service. We are not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that, if you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such Account but you acknowledge and agree MAX Credit Union shall have no liability for any and all losses resulting, directly or indirectly, from any of your errors, duplication, ambiguities or mis-information in the information that you provide.

You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

**Proprietary Rights:** You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer, or reverse compile the Service.

**No Unlawful or Prohibited Use:** As a condition of using the Service, you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

**Security Procedures:** You understand that the financial institution at which an Account is maintained may contact us to verify the content and authority of instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution such information as may be required to verify the instructions and as may constitute a valid security procedure under the rules governing such Account.

**Deviating from Security Procedures:** You agree to allow us to authorize any financial institution at which you have an Account to accept instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition, you agree that we may authorize such financial institutions to release your Account information based solely on these communications.

**Account Number Policy:** If instructions identify a financial institution or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers.

**Joint Account Holder:** In submitting your application for the Service, you confirm that, if any of your Accounts is a joint account, your joint account holder has consented for you to use your Accounts for the Service. We will end your use of the Service if any joint account holder notifies us that (i) they never consented to your use of our Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

**Means of Transfer:** You authorize us to select any means we deem suitable to provide your instructions to the applicable financial institution. These choices include banking channels, electronic means, mail, courier, or telecommunications services, intermediary financial institutions and other organizations. You agree to be bound by the rules and regulations that govern the applicable systems, such as the Clearing House Interbank Payments System (CHIPS) or automated clearing house (ACH) as published by the National Automated Clearing House Association (NACHA).

**Our Liability:** If we fail to provide the Service in accordance with the terms and conditions of this agreement, we shall be responsible for correcting improper Account information. We are not responsible or liable for incomplete, incorrect, failed or late Account information due to any other financial institution system failures, errors or mistakes. Except as otherwise required by law, we shall in no other event be liable for any losses, fees, overdraft charges or damages other than those arising from our breach of a representation or warranty provided herein.

You agree that your use of the Service constitutes authorization for us to obtain information related to your Accounts. You understand and agree that we are not liable under any circumstances for any losses or damages, directly or indirectly, if, you suffer a loss based on the accuracy of information provided to you through Smartfolio.

You also understand and agree that we are not responsible to the extent performance is prevented or delayed due to causes beyond such party's reasonable control and without its negligent or willful misconduct, including without limitation acts of God, natural disasters, terrorist acts, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.

**Limitation of Warranty and Liability:** YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED AS-IS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE WEB SITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS: AND, WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT THE SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Indemnification:** You agree to indemnify, defend and hold harmless MAX Credit Union, our affiliates, partners, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising directly or indirectly from: (a) your use of the Service; (b) our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, (c) your negligence or intentional conduct; (d) your violation or breach of the terms under this Agreement including, but not limited to, any breach which results in the unauthorized and/or non-permissible use of information obtained via MAX Credit Union's online banking service (myMAX Online Branch) or Smartfolio; and/or (e) your infringement, or infringement by any other user of your account(s) at our web site, of any intellectual property or other right of any person or entity.

**Miscellaneous:** You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability, and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. Our failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Agreement.

The most current version of this Agreement as it appears on our website, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Service. This Agreement may be amended, or any of our rights waived, only if we agree in writing to such changes, or you continue using the Service following receipt of notice of any changes proposed by us. All notices to you shall be in

writing and shall be made either via e-mail, conventional mail or messages delivered through the Services, at our discretion. Regardless of your receipt of email notification, you agree that our posting of the Amendment on [www.myMAX.com](http://www.myMAX.com) constitutes delivery of your amendment notice. All notices to us must be made in writing and sent to us at MAX Credit Union via registered or certified mail. We may assign this Agreement to any affiliate, parent or other company. We may also assign or delegate certain rights and responsibilities under this Agreement to such third parties as we may elect upon notice to you whereupon we shall be released from any and all further liability or responsibility related thereto.

You may not assign any of your rights under this Agreement, except with the prior written consent of MAX Credit Union. You are prohibited from any and all assignments of rights under this agreement, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. You may not delegate any performance under this Agreement. Your purported assignment or delegation of any rights of performance are in violation of this agreement and void.

We reserve the right to amend or cancel any of the provisions of this Agreement, including changes to any fees, costs, or assessments. We may amend or cancel any provision or charge by disclosing the change in writing or electronically, and, at our option, by sending notification to the e-mail address recorded during your myMAX Online Branch enrollment. You may choose to accept or decline amendments, cancellations or changes by continuing or discontinuing the accounts or services to which these changes relate, at your option. Regardless of your receipt of email notification, you agree that our posting of the Amendment on [www.myMAX.com](http://www.myMAX.com) constitutes delivery of your amendment notice. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations.

**Notice of Your Rights and Liabilities:** Notify us immediately if your User ID and Password have been compromised, lost, stolen or used without your authorization. Failure to notify MAX Credit Union and all other financial institutions holding accounts listed in the Service immediately could result in the loss of all money accessible by the Access Code. Telephoning us at (800)776-6776 is the best way of limiting your possible loss on MAX Credit Union Accounts.

If MAX Credit Union is notified within two (2) business days after you discover that your User ID and Password have been compromised, lost or stolen, you can lose no more than \$50 from your MAX Credit Union accounts if someone used it without your permission. If you do not notify us within two (2) business days, and we can prove we could have prevented someone from using the User ID and Password without your permission, you could lose as much as \$500 from your MAX Credit Union accounts. MAX makes no representation or warranties as to other financial institutions security or reimbursement procedures.

**Errors and Questions:** In cases of errors or questions concerning transactions completed using myMAX Online Branch, including Smartfolio, as soon as possible, call or write to us at:

**MAX Credit Union/Online Services**  
(334) 260-2600 or (800) 776-6776

**Mailing Address:**

P O Box 244040  
Montgomery, AL 36124-4040

We must hear from you within 60 days after you receive the first statement or notification in which the error or problem appeared. Please include the following information:

Your Name

Your Account Number

Description of the error or what you are unsure about, plus an explanation of why you believe it is an error or why you need more information.

Tell us the amount of the error.

We will tell you the results of our investigation within ten (10) business days after we hear from you (20 business days if the transaction involved a new account). If after the first deposit to the account we need more time we may take up to 45 calendar days to investigate (90 calendar days if the transaction involved a new account). If we choose to take up to the 45 or 90 business days, we will give you a provisional credit to your account within ten (10) business days. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. If we decide there was no error, we will furnish you with a written explanation within three (3) business days after the investigation is complete.

**Disclosure of Account Information to Third Parties:** Information to third parties about your account(s) or the transaction(s) you make will only be disclosed if at least one of the following applies:

It is necessary to complete a transaction.

To verify the existence and condition of your account to a third party such as a credit bureau or merchant.

To comply with a governmental agency or court order.

If permission is given to us by you, which we may require to be in writing.

To collect information for internal use, the use of our service providers, and our servicing agents and contractors concerning the Service.

It involves a claim by or against us concerning a deposit to or withdrawal from your account.

Where otherwise required or permitted under state or federal laws and/or regulations. MAX Credit Union may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process that MAX believes (correctly or otherwise) to be valid. MAX may notify you of such process by telephone, electronically or in writing.

MAX Credit Union may honor any legal process that is served personally, by mail, or by facsimile transmission at any of their offices or an office of their agent, even if the law requires personal delivery at the office where your account or records are maintained.

MAX shall have no liability to you for any action taken or omitted by MAX hereunder in good faith.

You agree to indemnify MAX Credit Union, its affiliates, and their respective directors, officers, employees, agents and representatives from and against all loss, cost, expenses or liability (including counsel and accountant fees) and claims arising out of compliance with any legal process that MAX believes (correctly or otherwise) to be valid, regardless of whether they are incurred before, during or after any litigation or other dispute resolution procedure, regardless of success on the merits

**Virus Protection:** MAX Credit Union is not responsible for any electronic virus or viruses that you may encounter. We encourage our members to routinely scan their PC and diskettes using a reliable virus product to detect and remove any viruses. Undetected or un-repaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

**Termination:** You may terminate the use of myMAX Online Branch service or any service within myMAX Online Branch by contacting MAX Credit Union in writing by mail, e-mail, or personal delivery. If your account is closed or restricted for any reason, myMAX Online Branch accessibility will automatically terminate. MAX may terminate this agreement any time with or without notice.

**Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect. This Agreement shall take effect immediately upon the acceptance of your application for the Service by us.

**Ownership of Material:** MAX Credit Union utilizes Q2eBanking for myMAX Online Branch, ProfitStars for Bill Payment, and DebtFolio, Inc., a Delaware Corporation, doing business as Geezeo.com, for Smartfolio service.

**Third-Party Beneficiaries:** This Agreement is for the sole and exclusive benefit of members and is not intended to benefit any third party. Member and Credit Union acknowledge and agree that any party that licenses the Software to Credit Union, directly or indirectly through one or more sub-licensees, is a third party beneficiary to this Agreement with respect to those provisions dealing with use and protection of intellectual property.

**Entire Agreement:** This Agreement, the Exhibits and schedules to this Agreement (as may be amended from time to time), constitutes the entire agreement between the Member and Credit Union with respect to the subject matter hereof, supersedes any prior agreements between Credit Union and Member with respect to the subject matter hereof, and shall be binding upon Credit Union, Member and their respective successors and permissible assigns. In the event of any inconsistency between this Agreement and the Documentation or any Account Agreement, this Agreement will govern.

**MAX Credit Union**  
**ELECTRONIC BILL PAYMENT AUTHORIZATION**

I authorize MAX Credit Union to post payment transactions which have been defined and authorized by me through their current Bill Payment System. I understand that I am in full control of my MAX Credit Union accounts and of the Bill Payment Service. I acknowledge that I received a copy of the myMAX Online Branch Agreement and Regulation E Disclosure Statement for Consumer Accounts for myMAX Online Branch On-Line Account Access and Bill Paying System when I opened the myMAX Online Branch account. My use of the Bill Payment Service signifies that I have read and accepted all the terms and conditions of the service. I understand that some payments made on my behalf will be made electronically and others by paper check dependent on the payee. I understand that payments may take up to 10 days to reach the third party. I also understand that I am liable for all Bill Payment Service fees; monthly, transactional, stop-payment, non-sufficient funds (NSF) or any fees that I may incur due to negligence or improper use of the Bill Payment Service. MAX Credit Union is not liable for any service fees or late charges levied against me. All such fees will be levied to my account as they occur.

## MAX Credit Union Text Message Banking Terms and Conditions

MAX Text Message Banking, is hosted and powered by Q2eBanking. **Message and Data Rates may apply for using this service.** For help, text "HELP" to 226563. **To cancel MAX Text Message Banking, text "STOP" to 226563 at any time.** You can also cancel the service by logging into the myMAX Online Branch, going to the Account Alerts tab, and deactivating the service. If you have questions, please contact MAX at [mobile@myMAX.com](mailto:mobile@myMAX.com) or call 334.260.2600 or 800.776.6776.

**Privacy Policy:** This service is provided under the terms of the privacy policy provided by MAX Credit Union.

**Terms and Conditions:**

A. **Program:** MAX Credit Union offers its members mobile access to their account information (e.g., for checking balances and recent transactions) over SMS, as well as the option to set up alerts for their accounts and other functionality. Enrollment requires identification of the member's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is completed by the member receiving an MT message with a verification code which he/she will have to enter on the website. Additionally, a member may select the type of alerts and other preferences which will determine, together with his/her account data, the frequency of alerts delivered to the member. Standard messaging charges apply. You may opt out of this program at any time.

B. **Questions:** You can contact MAX at any time via email at [mobile@myMAX.com](mailto:mobile@myMAX.com) or at 334.260.2600 or 800.776.6776. You may also use your mobile phone by sending a text message with the word "HELP" to 226563.

**To Stop MAX Text Message Banking:** To stop the messages coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to 226563. You will receive a one-time opt-out confirmation text message. After the opt-out confirmation text message is received, you will not receive any future messages from MAX.

**Deactivating mobile phone number:** If you deactivate cellular service for the mobile phone number that you enrolled in MAX Text Message Banking, you are responsible for deactivating that same phone number as described in To Stop MAX Text Message Banking.

**Terms & Conditions:** By participating in MAX Text Message Banking hosted by Q2eBanking, you are agreeing to the terms and conditions presented here.

## MAX Credit Union eStatement and eNotice Service Terms and Conditions

MAX eStatement Service is hosted by High Cotton and powered by Q2eBanking. You may enroll for the eStatement and eNotice service by logging into the myMAX Online Branch or MAX Credit Union mobile app, going to the Transaction tab and selecting the eStatements/eNotices tab. You can also cancel the service in the same manner. If you have questions, please contact MAX at [support@mymax.com](mailto:support@mymax.com) or call 334.260.2600 or 800.776.6776.

**Privacy Policy:** This service is provided under the terms of the privacy policy provided by MAX Credit Union.

### **Terms and Conditions:**

- A. **Program:** MAX Credit Union offers its members digital access to receive your periodic account statements through our eStatement and eNotice service in lieu of a paper statement from this point forward. Your electronic statements may include the periodic account and transaction activity for your deposit and loan accounts; notices of negative accounts, certificate maturity, and other similar account notices; year-end tax statements for dividends earned; and any disclosures.

We will send you an email notification whenever your monthly statement, account notice, or tax form is available for review. You are able to view your electronic statements or notices without any additional software requirements on your device however, if you wish to download your documents you must have Adobe Acrobat Reader software or a PDF capable reader on your device. You will be able to access your statements and other documents online for a period of 12 months. You also have the option to download or print the documents for your future reference at no additional charge.

You have the right to request and receive your statements and other documents in paper form, and you may withdraw your consent to receive electronic statements and notices at any time. To do this, first sign in to MAX Online Banking or MAX Credit Union mobile app, go to the Transaction tab and select the eStatements & eNotice tab, then select "Settings," then under the Delivery Preferences section select "Print Documents" on each account tab you wish to no longer receive electronic statements and notices. There are no fees or account restrictions for choosing to withdraw your consent for online statements however, account benefits could be affected and a fee of \$2.00 per month for delivery of print statements could be assessed.

- B. **Questions:** You can contact MAX at any time via email at [support@mymax.com](mailto:support@mymax.com) or at 334.260.2600 or 800.776.6776.

**Terms & Conditions:** By participating in MAX eStatement and eNotice service hosted by High Cotton and powered by Q2eBanking, you are agreeing to the terms and conditions presented here.