**BMI Federal Credit Union Online Access Agreement and Disclosure Statement**

**How to Use Our Online Banking Service**

Please refer to the online help and instructions on how to use our Online Banking service. There is no fee for using our Online Banking service. Please reference your Fee Schedule, Membership Agreement, Funds Availability or any other disclosure you received when opening your account for information on the operation of our accounts. This document will only focus on the operation of the online banking system. It is your responsibility to obtain and maintain your online communications link to our Online Banking 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 Online Banking service.

**Recommended Minimum User Hardware and Connection**

* Microsoft Windows 10 or Mac OS X 10.10.
* Available browser updates applied for improved security that provide antivirus and spyware protection.
* An internet connection with a minimum of 1 Mbps download speed.
* Cable, Digital Subscriber line (DSL) or Integrated Services of Digital Network (ISDN) Internet connection (dial-up connections are not supported).
* Available browser updates applied for improved security and greater anti-virus and spyware protection
* Current version of Adobe® Reader as your PDF reader

Note: Satellite connections often have difficulty supporting encrypted, Hypertext Transfer Protocol Secure (HTTPS) applications. Because Online Banking is HTTPS encrypted for the safety of your financial information, some satellite cable connections may exhibit slow response.

**Supported Browsers by Operating System**

The following browsers have been identified as providing reliable user experience for Online Banking. Some of these browsers may show minor behavioral or cosmetic differences for Online Banking, but generally support the use of the retail and commercial banking application and functionality. It is always recommended to use the latest supported browser version available from the provider.

|  |  |  |
| --- | --- | --- |
| **Browser/OS** | **Current Version** | **Download Latest Version** |
| Mozilla Firefox® on Windows 10 and MacOS X |  72 | <http://www.mozilla.com/firefox/> |
| Safari on MacOS X  | 13 (MacOS) | support.apple.com  |
| Microsoft Edge™ on Windows 10 |  79 (40 on mobile/XBOX) | <https://www.microsoft.com/en-us/windows/microsoft-edge> |
| Google Chrome™ on Windows 10, MacOS X |  69  | <http://www.google.com/chrome> |
|  |

Note: As of March 31, 2020 BMI FCU will no longer support Microsoft Internet Explorer. After this date, users may be blocked from accessing Online Banking through IE and will not experience necessary updates.  **Mobile Operating System Requirements**

* Android 5.x and later
* Apple iOS 11.x, 12.x, 13.x

**Mobile Requirements for the BMI FCU Mobile App**

* A valid email address and telephone number
* The app will function best when the GPS or native mapping app (also called Location Services) is enabled.
* A rear-facing camera required for Mobile Check Deposit functions
* Fingerprint Login, Touch ID, and Face ID are all now supported by the BMI FCU Mobile App on the following devices: iPhone 5s – 8s, iPhone X or later, Samsung Galaxy 7 or later, Nexus 7 or later, Google Pixel First Generation or later, iPad 6th Generation and iPad Pro, Samsung Galaxy Note, Google Chromebook, Google Pixelbook, End-user registration with Fingerprint at the device level required.

**Mobile Requirements for Connectivity**

* 5G
* 4G LTE
* Wi-Fi

**Explanation of Certain Terms**

* "We", "us" and "our" means BMI Federal Credit Union
* "You" and "your" mean an individual person or business entity that we permit to use the Internet banking services subject to the terms of this agreement
* "Company representative" 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 online banking 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, modem and/or other means we authorize or allow
* "Online banking" 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, but does not include our bill pay service
* "Online" means through the Internet by use of a personal computer or any other screen-based electronic device
* “Owner/Obligor” means and individual who has primary or joint control over an authorized account or an authorized signor who has responsibility over the account and service permitted through online banking
* "Account" means a deposit, loan or other account for which transactions may be performed using our Online Banking 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 Online Banking service

**Access Codes**

To use our Online Banking service, you must use the access codes we establish or provide for you or access codes you establish using the parameters acceptable to us. Keep the m confidential to prevent unauthorized use or loss to your accounts. 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 email requesting your access codes. If you are contacted by anyone requesting this information, please contact us immediately.

**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 of any nature you use to access our Online Banking service.

**Individual Agreement for Online Banking Service**

We do not have joint agreements for our Online Banking 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 Online Banking service may be jointly owned with, or joint obligations with, others.

**Qualifying Accounts**

We will tell you which types of accounts qualify for our Online Banking service. You must be a named owner/obligor on the account in our records for it to qualify. You agree to provide us with any authority we require before we permit access to any qualifying account. Qualifying accounts are determined at our discretion.

**Types of Online Banking 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
* 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. Preauthorized recurring fund transfers can be cancelled up to 24 hours prior to the scheduled transfer.

# Changing Terms and Terminating This Agreement

We have the right to terminate this agreement at any time. We may 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 deactivate Online Banking service for members that have not used the service within the first 90 days after activation or if the service has been inactive for 18 months. You may reactivate your account if it is still eligible for Online Banking services.

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.

# Law That Applies

Regardless of where you live or work or where you access our Online Banking service, this agreement is subject to the federal law of the United States of America and the laws of the State of Ohio. 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.

To the extent permitted by law, we will not be responsible for, and you expressly agree to indemnify, defend, and to hold us, our affiliates, service providers contractors and all of their directors, officers, employees, contractors, and agents harmless from, every claim, damage, loss, delay, cost (including, without limitations, attorneys' fees) or liability which varies, directly or indirectly, in whole or in part, from (a) your actions or omissions, or those of third parties;(b) your negligence or breach of any agreement with Credit Union; (c) lack of available funds in your account; (d) any ambiguity, inaccuracy, or omission in any information provided to Credit Union; (e) any error, failure or delay due to a breakdown in any computer or communications facility; (f) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), war, emergency conditions, or other natural disasters; (g) causes beyond our reasonable control; (h) legal constraint, (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; (j) our honoring or acting upon any instructions received in accordance with the security procedures or otherwise in accordance with your instructions or the terms of this Agreement; (k) our failing or refusing to honor or act upon any instructions received that are not in accordance with the security procedures, any user guides or other instructions; (l) any warranty that we required or deemed to make to a third party in connection with your transactions; and (m) your failure to comply with NACHA rules or the rules of any clearing house or payment organization that processes its transactions.

Neither we, nor our affiliates, service providers, contractors nor any of their directors, officers, employees, contractors, and agents shall be responsible under any circumstances for special, indirect, or consequential damages which you incur as a result or any of their actions or omissions, even if we are aware of the possibility for such damages and regardless of the legal or equitable theory of liability asserted, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Credit Union's acts or omissions pursuant to this Agreement.

We will use reasonable efforts to provide the Online Banking services in a prompt fashion, but shall not be liable for temporary failure to provide a timely fashion. In such event, you will be responsible for carrying out business through alternative delivery channels. We will not be liable for any inaccurate or incomplete information with respect to transactions that have not been completely processed or posted to our systems prior to being made available within Online Banking. Information provided via Online Banking with respect to all transactions is provided for y our convenience and you shall have no recourse to us as to your use of this information.