

Members Financial Federal Credit Union

Online Banking Agreement and Disclosure

This Online Banking Agreement and Disclosure describes your rights and obligations as a user of the Online Banking Service or the Bill Payment service and the right and obligations of Members Financial Federal Credit Union. By requesting and using one of these services you agree to comply with the terms of the agreement. Please read this agreement carefully and keep a copy for your records.

Definitions

You or Your –the owner of the account or authorized representative

We, Us, Our – Members Financial Federal Credit Union

Business Day –Any calendar day except Saturday, Sunday, or Holidays on which the credit union is Closed. Bill Payments will be processed on all business days that both the Federal Reserve and the US Postal Service are open and operating for business.

Business Day Cut-Off –There is no business day cut-off time for online banking transactions.

PC – Personal Computer

Privacy Statement

We understand how important privacy is to our members. We have taken all steps available to us to ensure that your personal and financial dealings with the credit union are safe and secure. You may obtain a copy of our Privacy statement by clicking on the Privacy Statement at the bottom of our website home page.

Access to Services

We will provide instructions on how to use the Online Banking. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP (internet service provider), your user ID, and your password. You may access your online accounts 24 hours a day, seven days a week.

Balance Inquiries, Bill Payments and Transfer Limitations

You may use your Online Banking to check the balance of your accounts and to transfer funds between your accounts. Due to Federal Regulations, you may not make more than six (6) pre-authorized or automatic transfers or bill payments from your Share savings account or your Money Market savings account during each monthly statement period. There are no limits to the number of transfers or bill payments from your Share Draft Accounts. Balances shown on your accounts may differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments, holds, or charges. A transfer request may not result in immediate availability due to time required to process the request. If there are situations that cause a delay in an update of your balances, the system will use the most current balance available at the time of a transaction on which to base an approval. You may also view several months of transaction history online.

Statements

You will continue to receive your regular paper statements unless you choose the e-statement option on our website or request e-statements through the credit union. If you choose e-statements you will no longer receive a paper statement but will receive an e-mail to let you know when the statement is ready for you to view online. You may print the online statements if you wish.

User ID's and Passwords

Security is very important to the Online Banking System. When you register for our online banking service you will be required to provide answers to personal questions that will be used in the future as verification of your identity. You will be e-mailed a temporary password that must be changed when you log on for the first time. Once you change your password you are responsible for keeping your password and Online Account information confidential. In order to protect yourself from fraud you should:

- Not give out your account information, password, or user ID
- Not leave your PC unattended after logging into your account
- Never send privileged account information (account number, password, etc.) in any public or general e-mail system

If you believe your password has been lost or stolen, you may use the password change feature on our website to change your password. If you believe there has been fraudulent activity on your account, call the credit union immediately. Calling the credit union or coming into one of our offices is the best way to minimize your losses and liabilities. If we are notified within two (2) business days after you discover that your User ID or Password have been compromised, lost, or stolen, you can lose no more than \$50 if someone uses it without your permission.

If you do not notify us within two (2) business days, and we can prove that we could have prevented someone from using the User ID and Password without your permission, you could lose as much as \$500.

If your statement shows unauthorized transactions, notify us within 60 days after the statement is mailed to you or viewed on your computer. After 60 days, if we can prove that we could have stopped someone from taking the funds if we had been told, you may not get back any money from us. If a good reason, such as a long trip or hospital stay kept you from informing us, we may extend the time periods to a reasonable time.

Online Security

We use a secure layered encryption technology for everything you do on the Online Banking System. This technology is automatically activated by your browser when it attempts to connect to our system and it is supported by a 128 bit encryption. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized parties can read your information as it is carried across the Internet.

During your use of our Online Banking System we will pass a “cookie” to your browser for identifying you during the session. We do not, and cannot, use our “cookies” to obtain new information about you. A “cookie” is security data that is given to a browser by a web server that is returned by the browser on subsequent transmissions to identify the user and encryption information. When you log onto the system, this “cookie” enables us to process multiple transactions during the session without you having to provide your User ID and Password for each individual transaction. When you log off, or after 10 minutes, the “cookie” is no longer accepted and must be renewed by requiring the password to be reentered. A new “cookie” is used for each session. This way, no one can use the “cookie” to access your account.

Bill Pay

It is easy to pay your bills through our Online Bill Pay Service. Your Bill Pay payments must be initiated from your current checking account that is in good standing with the credit union. We are able to process payments only in U.S. dollars and to payees that have a U.S. Postal address. We maintain a large data base of regional and national billers to make this process quicker and easier. You should not use the Bill Pay service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments or court ordered payments. Payments for these payees will be your sole responsibility if they are delayed or improperly processed or credited.

The Credit Union is only responsible for exercising ordinary care in ensuring that payments are processed and sent upon your authorization. We will not be liable for damages you incur for any of the following reasons:

- Insufficient available funds in your account that is to pay for the bill or transfer on the processing date

- Funds in the account are subject to legal process restricting the payment or transfer
- Information provided by you about the payee is incorrect (including change of address or account number)
- The failure of any payee to correctly account for or credit the payment in a timely manner
- Natural disasters (fire, flood, tornado, etc.) or other uncontrollable circumstances (mail delays, power failures, etc.) beyond the control of the credit union, that prevent proper completion and delivery of transactions

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 by you to us; which we may require to be in writing
- To collect information for internal use, the use of our service providers, and our serving agents and contractors concerning our electronic funds transfer service
- It involves a claim by or against us concerning a deposit or withdrawal from your account
- Where otherwise required or permitted under state or federal laws and/or regulations

No Signature Requirements

When any payment or other online service generates items to be charged to your account, you agree that we may debit the designated account, or the item on which the item is drawn, without requiring your signature on the item and without any notice to you.

Virus Protection

The credit union will not be responsible for any electronic virus or viruses that you may encounter. We encourage our members to routinely scan their PC using a reliable virus product to detect and remove viruses. Undetected or unrepaired 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 our Online Banking Service by contacting the credit union in writing, by e-mail, or in person. If you believe that you are the victim of fraudulent activity or identity theft, you must contact us immediately to close the account in order to minimize losses for both you and the credit union. If your account is closed or restricted for any reason, Online Banking accessibility will automatically terminate.

Amendments

Terms and conditions of this agreement may be amended in whole or part at any time if a 30 day written notification is sent prior to the change taking effect. If you do not agree with the changes, you must notify us in writing prior to the effective date to cancel your access. Amendments or changes to terms and conditions may be made without prior notice if it does not result in higher fees, more restrictive service use, or increased liability to you.

Members Financial Federal Credit Union

Funds Availability Policy

Ability to withdraw Funds

It is the policy of Members Financial FCU to delay the availability of funds from certain check deposits. During the delay, funds from that check will not be available for the member in cash, and the funds are not accessible through electronic means or check withdrawal.

Foreign Checks

The credit union will NOT accept or process checks that are drawn on foreign banks or through foreign countries. If a foreign check is inadvertently accepted as a deposit, the credit union is not responsible for valuation differences related to currency exchange rates. The member is responsible for any differences in valuation of the foreign item.

Two Party Checks

It is the policy of the credit union to NOT accept second party endorsement checks. However, if an exception is made and a two-party check is deposited, we may opt to delay the funds until the 7th business day after the deposit.

Availability of deposits

The length of a delay is counted in business days from the day of the deposit. Every day is a business day except Saturday, Sunday and Federal Holidays. If a deposit is made before closing on a business day that the credit union is open, we consider that to be the day of the deposit. However, if a deposit is made after closing; for example, through the night drop, or on a day we are not open, the deposit will be considered to be made the next business day that we are open.

Delays

The length of the delay is dependent on the type of deposit as follows:

Same Day Availability

Funds from the following types of deposits will be made available on the day we receive the deposit if the deposit is made in person:

- Electronic deposits to an account
- Wire transfers
- Checks drawn on us (from our member's account)
- Cash
- State and local government checks payable to our member
- Federal Reserve Bank checks, Federal home Loan Bank checks, and postal money orders, if these items are payable to our member

Next Day Availability

Funds from the following types of deposits will be made available the next business day after we receive the deposit if the deposit is made in person:

- Cashier's certified and teller checks that are payable to our member
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- Federal Reserve Bank Checks, Federal Home Loan Bank Checks and postal money orders if these items are payable to our member.
- US Treasury checks made payable to our member
- State and government checks that are payable to our member

Other check deposits

The first **\$225.00** from deposits of other checks will be made available **on the day of the deposit**. The remaining funds will be available on the **2nd** business day after the day of deposit. In addition to these guidelines, funds that are deposited by check may be delayed for longer periods of time according to a case by case review of circumstances. Longer delays may be imposed if:

- We believe a deposited check may not be paid
- Check deposits for any one day total more than **\$5,525.00**
- The deposit is a re-deposit of a check that had been returned unpaid
- The account that the deposit is being made into has been overdrawn repeatedly in the last six months
- There is an emergency, such as a failure of computer or communications equipment

Notification

The account holder will be given a hold notice if we delay funds for any of these reasons and will be told when the funds will become available. If it is decided after the member leaves the credit union to hold funds, the member will be notified by phone and by mail. The funds will generally be made available no later than the **7th** business day after the day of the deposit.

Negative Balances

If a member has a negative available balance in their account at the time of deposit, the **\$225.00** that must be made available to them may be made available by applying the **\$225.00** to the negative balance rather than making the **\$225.00** available for withdrawal.

Deposits not Made in Person

If a deposit is not made in person to a credit union employee (for example by mail or night drop) an additional day may be added to the availability of the funds.

Special Rules for New Accounts

For a new member, the following special rules will apply during the first 30 days of the account opening date provided none of the members on the account have other transaction accounts at the credit union that have been opened for at least 30 days:

- Funds from Electronic Deposits will be available on the day the deposit is received.
- Funds from deposits of cash, wire transfers, and the first **\$5,525.00** of a day's total deposits of Cashier's, Certified, Teller's, Traveler's, and Federal, State and Local Government Checks will be made available on the **1st** business day after the day of the deposit, if the check is made payable to our member.

- The excess over **\$5,525.00** will be available on the **9th** business day after the deposit.
- If the deposit of the check(s) is not made in person to one of our employees, the first **\$5,525.00** will not be available until the **2nd** business day after the day of the deposit.
- Funds from all other check deposits will be available on the **9th** business day after the day of deposit.

ATM

Deposits made at an ATM may not be available until the **5th** business day after deposit.

Hold on Account Funds

The credit union reserves the right to place a hold on funds already on deposit in an account when cashing a check for a member.

Check Endorsements

Federal law requires all check endorsements to be in the first 1-1/2 inches of the trailing edge of the back of the check. The trailing edge is the opposite the left side of the face of the check, the side of the check just behind the address on the check.

Lack of endorsements or lack of proper endorsements may delay the availability of funds for a deposited check.

Dividend Payment Policy

See the Account Disclosures section of the Agreement and Disclosures for the policy on the payment of dividends.

Check 21 Substitute Checks

In order to make check processing faster, federal law permits banks to replace original checks with “substitute checks”. These checks may be used as proof of payment just like an original check. You may have special rights regarding substitute checks. You may request the complete Policy and Disclosure regarding substitute checks from any credit union employee.

Members Financial Federal Credit Union

Mobile Banking Disclosure & Agreement

This is an addendum to the Online Banking Agreement for Online Banking Services and sets forth additional terms and conditions for use of the Mobile Banking Services offered through Members Financial Federal Credit Union (“we”, “our”, “us”) by the member (“you”, “your”, “user”). Except where modified by this Addendum, the terms and conditions of the Online Banking Agreement remain in effect. If there is a conflict between the Online Banking Agreement and this Addendum, the terms in this Addendum will govern your use of the Mobile Banking Services.

1. ACCEPTANCE OF ADDENDUM

A. Accepting this Addendum

By clicking “I Agree” when you register for Mobile Banking Services, you agree to the terms and conditions of this Mobile Banking Service Addendum. Additionally, by using the Mobile Banking Services, you agree to the terms and conditions of this addendum.

B. Description of Services

Mobile Banking is a personal financial information management service that allows you to access account information, products and services similar to Online Banking and make such other financial transactions as set forth in the Electronic Funds Transfer Agreement using compatible and supported mobile phones and/or compatible and supported wireless devices. We reserve the right to modify the scope of the Mobile Banking Services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The most up-to-date list of services which you may be able to access through Mobile Banking is posted on the Mobile Banking registration and management website accessed through the Online Banking system. When you register for Mobile Banking, designated accounts linked to your account through Online Banking will be accessible through Mobile Banking service.

C. Use of Services

Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so, and you use Mobile Banking in accordance with the online instructions posted on our web site. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Mobile Banking software (“Software”). In the event we change or upgrade Mobile Banking, you are responsible for making sure that you understand how to use Mobile Banking as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Wireless Device.

D. Relationships to Other Agreements

You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider (e.g., AT&T, Verizon, Sprint, etc.), and that this Addendum does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with them without involving us. You also agree that if you have any problems with our Mobile Banking, you will contact us directly.

1. Mobile Banking Software License

Subject to your compliance with this Addendum, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license ("License") to download, install and use the Software on your Wireless Device within the United States and its territories. In the event you obtain a new or different Wireless Device, you will be required to download and install the Software to that new or different Wireless Device. This License shall be deemed revoked immediately upon (a) your termination of Mobile Banking in accordance with this Addendum; (b) your deletion of the Software from your Wireless Device; or (c) our written notice to you at anytime with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your Wireless Device. The provisions of Sections 3 and 4 of this Addendum shall survive revocation of the License.

2. Your Obligations

When you use Mobile Banking to access accounts you designate during the registration process, you agree to the following:

A. Account Ownership/Accurate Information

You represent that you are the legal owner of the accounts and other financial information that may be accessed via Mobile Banking. You represent and agree that all information you provide us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating Mobile Banking. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

B. Proprietary Rights

You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with Mobile Banking.

C. User Conduct

You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

D. No Commercial Use or Re-sale

You agree that the Mobile Banking services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.

E. Indemnification

Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and service providers from any and all third party claims, liability, damages, expenses, and costs (including, but not limited to, reasonable attorneys fees) caused by or arising from your improper use of Mobile Banking software or your infringement, or infringement by any other user of our account, of any intellectual property or other right of anyone.

F. User Security

You agree not to give or make available your Mobile Banking Personal Identification Number (the "PIN") or other means to access your account to any unauthorized individuals. You are responsible for transfers or other transactions you authorize using Mobile Banking. If you permit other persons to use your Wireless Device and PIN or other means to access Mobile Banking, you are responsible for any transactions they

authorize. If you believe that your PIN, Wireless Device or other means to access your

account has been lost or stolen or that someone may attempt to use Mobile Banking without your consent, or has transferred money without your permission, you must notify us promptly by calling Members Financial at 432-520-3443 or 1-800-869-0961.

3. Service Charges

In the future, we may add or enhance the features of Mobile Banking and reserve the right to amend any fee structures associated with Mobile Banking as offered at Members Financial Federal Credit Union.

4. Additional Provisions

A. Mobile Banking Service Limitations

Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, or failure to store any user data, communications or personalization setting in connection with your use of Mobile Banking.

Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network, which you utilize to access Mobile Banking.

You agree to exercise caution when utilizing Mobile Banking application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.

Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

B. Changes or Cancellation

You may cancel your participation in Mobile Banking by accessing the Mobile Banking account maintenance tool within Online Banking or by calling us at 432-520-3443 or 1-800-869-0961. We reserve the right to change or cancel Mobile Banking at any time without notice. We also may suspend your access to Mobile Banking at any time without notice for any reason, including but not limited to, your non-use of Mobile Banking services. You agree that we will not be liable to you or any third party for any discontinuance of Mobile Banking.

C. Third Party Beneficiary

You agree that our service providers (including any provider of Software) may rely upon your agreements and representations, in Sections 3 and 4 of this addendum, above, and such service providers are, for the purpose of those sections, third party beneficiaries to this Addendum, with the power to enforce those provisions against you, as applicable.
