

Online Banking Agreement and Disclosure

This Agreement between you and MembersFirst Credit Union (herein sometimes the "Credit Union", "we" or "us") governs the use of Online Banking services (herein sometimes "Online Banking"). These services permit MembersFirst Credit Union members (herein sometimes "you", "I" or "members") to perform a number of banking functions on accounts linked to the service through the use of a personal computer. Your use of Online Banking services may also be affected by the agreements between you and the Credit Union for your linked accounts. When you link an account to Online Banking services you do not change the agreements that you have with us for that account. Please read the below disclosure as it contains the terms and conditions that applies to the use of MembersFirst Credit Union's Online Banking Service.

Acceptance of Terms: When you click on the "I Agree" button below, you agree to the Terms and Conditions of MembersFirst Credit Union's Online Banking Service. If you do not agree to all of these Terms, click on the "I Do Not Agree" button below. If you do not accept these Terms, you will not be entitled to access the Credit Union's Online Banking. The Credit Union reserves the right at our discretion to make changes to these Terms. Upon any change, the Credit Union will notify you by electronic mail, by a link to or posting of the new or different Terms. You agree to accept electronic communications, links to and/or postings of any revised Terms and that such electronic communications, links and/or postings constitute notice to you of any new or different Terms. Your continued use of the Credit Union's Online Banking constitutes acceptance of the changes and an agreement to be bound by these Terms, as amended. If you do not agree to the changes, you agree to discontinue your use of MembersFirst Credit Union's Online Banking.

When using or accessing services offered through third party service providers, you will be subject to terms posted by those service providers. Use of their services, or acceptance of their terms of service, as the case may be, signifies your agreement to their terms and conditions of service.

How to Access Your Account(s): To access your account(s) through our Online Banking Service, you will choose a separate Password. You must use your PASSWORD along with your account number to access your accounts. You may use Online Banking to:

- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings, checking, loan, and certificate accounts.
- Make loan payments from your savings and checking accounts.
- Verify the last date and amount of your payroll deposit.
- View copies of statements and cleared checks.
- And other transactions offered by the Credit Union in the future.

Your accounts can be accessed under the Online Banking service via personal computer and Internet network connection only. The service is available for your convenience 24 hours a day; however, it may be interrupted for a short time each day for data processing or for extended periods of time during routine maintenance. All withdrawals by check are payable to you as the primary member and will be mailed to the address on file with the Credit Union. You authorize the Credit Union to withdraw, debit or charge the necessary funds from your designated account in order to complete all of your designated transfers or payments. You agree that you will instruct the Credit Union to make a withdrawal only when a sufficient balance is or will be available in your account at the time of withdrawal. The completion of a transfer or payment is subject to the availability of sufficient funds (including any overdraft protection plans you have enrolled in with us). If sufficient funds to complete the transfer or payment are not available, we may either: (i) complete the transaction and overdraw the account or (ii) refuse to complete the transaction. In either case, we may charge a non-sufficient funds ("NSF"), returned item or similar fee. Please refer to the applicable account agreement and fee schedule for details.

Access Requirements: You must have access to a computer with Microsoft Internet Explorer® 8.0+, Firefox® 16.0+, Opera® 12.0+, Safari® 5.0+, or Google Chrome® 15.0+ and a compatible printer. We also recommend using a monitor resolution set at 1024x768 or higher.

If there is a change in the hardware/software requirements associated with this service, we will notify you and provide an explanation of the updated hardware/software requirements. It is your sole responsibility to insure your personal computer and related equipment are compatible with and capable of operating in a manner that allows you to utilize the E-Statement Service. If you cannot meet the access requirements, you have the right to withdraw your consent at that time at no cost to you.

Service Limitations: MembersFirst Credit Union's Online Banking and associated services are provided "AS IS", without warranties of any kind. The Credit Union is not responsible for timeliness, deletion, mis-delivery, or failure to store any user data, communications, or personalization settings with regards the services being provided by the Credit Union, our service providers, or other third-parties services that you might access when using Online Banking.

Service Changes and Discontinuation: MembersFirst Credit Union reserves the right to change or discontinue, temporarily or permanently, the Credit Union's Online Banking services at any time without notice. You agree that the Credit Union will not be

liable to you or any third party for any modification or discontinuance of Online Banking or associated services. The Credit

Union reserves the right to alter features, licensing terms, or other characteristics of any version of Online Banking that it releases.

Cancellation: You may cancel your Online Banking user registration at any time by calling (404) 978-0080, visiting your local branch, or by mail at: MembersFirst Credit Union, P.O. Box 33189, Decatur, GA 30033. Upon confirmation of your request, your Online Banking account will be cancelled. Please keep in mind that extended periods of inactivity may also result in your Online Banking account being cancelled. If you use the Bill Pay service and your service account is suspended or cancelled, be aware that this may result in any Scheduled Payments also being suspended.

You agree that we have the right to terminate or limit your electronic services at any time and for any reason at our discretion.

Fees and Charges: Any charges associated with our Online Banking electronic funds transactions are disclosed in our rate schedules adopted by the Credit Union from time to time. You will be given notice of these changes as required by law. You agree to pay the Credit Union the amount of the fees and charges assessed against you and your Account by the Credit Union and the Credit Union may withdraw all such fees and charges from any Account you have with the Credit Union.

BUSINESS DAYS: For the purpose of these disclosures, our business days are Monday through Friday. Holidays are not included.

Guard Your Password: You will set a new password along with several other authentication codes, when logging in for the first time. You are responsible for maintaining the confidentiality of your password and account. You are fully responsible for all activities that occur using your password or account. No Credit Union employee or affiliate of the Credit Union will contact you via e-mail or phone requesting your password. If you are contacted by anyone requesting this information, please contact us immediately. Please notify us immediately of any unauthorized use of your password or account or any other breach of security. We will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may not use anyone else's password at any time. When your Online Banking Service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer. Joint accounts using the same password will be identified as one service.

Restrictions on Use or Resale: Your right to use the Credit Union's Online Banking services is personal to you; therefore, you agree not to resell or make any commercial use of the Credit Union's Online Banking. You agree not to use the Credit Union's Online Banking services for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others) invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others.

Proprietary Rights: You acknowledge and agree that the Credit Union and/or its licensors or suppliers own all rights to this Website, the content displayed on the site and any intellectual or proprietary property and/or technology (in any form) made available to you as a part of or in conjunction with the Online Banking services. You are only permitted to use any the foregoing as expressly authorized by these Terms. You may not copy, reproduce, distribute, or create derivative works from any content. Further, you agree not to reverse engineer or reverse compile any technology associated with the Credit Union's Online Banking services, including but not limited to, any software applications or Java applets associated with Online Banking and its services.

YOUR LIABILITY: Tell us AT ONCE if you believe your password has been lost or stolen. Telephoning us is the best way to keep your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit) if a transaction is made with your password without your permission. If you tell us within two (2) business days after you learn of the loss or theft of your password, you can lose no more than \$50 if someone used your password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password and we can prove that we could have stopped someone from using your password without your permission you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days. If a good reason (such as long trip or a hospital stay) kept you from telling us, we may extend the time period. If you believe your password have been lost or stolen, that someone has transferred or may transfer money from your account without your permission or in case of error or questions about EFT's from your accounts, call us at: 404-978-0080, visit your local branch or write to: MembersFirst Credit Union, P.O. Box 33189, Decatur, GA 30033. If you think that your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appears.

When contacting us be sure to:

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.
- Tell us how we may contact you.

If you tell us orally, we may require you to send us your complaint or question in writing within ten (10) business days. The written complaint or question should be addressed to the Credit Union at the address stated above. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If you give notice of

an error within thirty (30) days after you make the first deposit to your account; we will have twenty (20) business days instead of ten (10) business days. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint

or question. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. We will tell you the results of our investigation within three (3) business days after completing it. If we decide that there was no error, this will include a written explanation. You may ask for copies of the documents that we used in our investigation.

CREDIT UNION'S LIABILITY TO YOU: If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions.

We will not be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer, or if any funds in your account necessary to complete the transfer are held as uncollected funds pursuant to our Funds Availability Policy. If the transfer would go over your credit limit on your overdraft line;
- If you used your PASSWORD in an incorrect manner;
- If the system was not working properly and you knew or should have known about the problem when you started the transaction;
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transfer, despite reasonable precautions we have taken;
- If the money in your account is subject to legal process or other claim;
- If the funds in your account are pledged as collateral or frozen for a delinquent loan;
- If the electronic transfer is not completed as a result of your willful or negligent use of your Card, password, or any EFT facility for making such transfers;
- If the phone or computer equipment used for audio response or electronic transfer is not working properly and you know or should have known about the problem when you started the transaction;
- If your account is closed by you or the Credit Union at the time of the transfer;
- If the payee does not process a payment correctly or in a timely manner;
- There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY AND DISCLOSURE OF ACCOUNT INFORMATION: We will disclose information to third parties about your account or the transfers you make:

- When necessary to completing the transfers;
- In order to verify the existence and condition of your account for a third party, such as credit bureau or merchant; or
- In order to comply with government agency, court orders, or government laws and regulations;
- If you give us your written permission; or
- On a closed account, if we reasonably believe that you have mishandled it.

Severability: If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.