

## **Methuen Federal Credit Union**

### **Electronic Services Agreement and Disclosure**

**Please read this services agreement and disclosure statement carefully and print a copy for your files. This services agreement contains important terms and conditions concerning the Credit Union's electronic banking services and permits the Credit Union and its members to deliver certain information to each other electronically instead of on paper. Your consent to this Electronic Banking Services and Agreement is required for you to access our Online Banking, Mobile Banking, Mobile Check Deposit, Bill Pay and other electronic services as they become available. If you do not consent to our electronic disclosures, close out of the agreement within the enrollment screen or cancel your submission.**

The information which may be delivered electronically includes, but is not limited to, account statements, notices, disclosures and other information required by federal law. By agreeing to this Electronic Banking Service agreement, you agree that we may provide you with all account statements, disclosures, notices and other communications regarding Online Banking, Mobile Banking, Bill Payment, Mobile Check Deposit and other services and fees and any future amendments, in electronic form. You may download, save or print the documents from your electronic device. You have the right to withdraw this consent, but if you do, participation in Electronic banking services will be terminated after we have had reasonable time to process your request. **Should you withdraw your consent to receiving electronic Statements (E-Statements), and opt to receive account statements in paper form, you will be subject to the monthly paper statement fee as outlined in the Schedule of Fees.**

You also have the right to obtain all other documents we provide electronically in paper form with no fee. You may withdraw your consent to receiving our electronic disclosures and notices by writing us at Methuen Federal Credit Union, PO Box 295 Methuen, MA. 01844 or by calling Member Services at (978) 686-1471

#### **Acceptance**

This Agreement contains important terms and conditions which govern all Electronic Banking Services offered through Methuen Federal Credit Union (collectively herein referred to as the "Services" or "Electronic Banking Services"). Any and all accounts accessed via or provided by us as part of the Electronic Banking Services are governed as well and subject to the applicable Deposit Account Agreements, Loan Documents, Disclosures and other materials related to such accounts. You understand and agree that by using the Services, you are accepting the terms and conditions of this Services Agreement, and that your use of your login credentials will be considered the same as your written signature in authorizing us to complete any transaction or request communicated to us. All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering. Because the Services are performed electronically, they are governed by federal and state laws and regulations pertaining to electronic funds transfers which entitle you to certain benefits and protections, which are contained in this Services Agreement. It is your responsibility to provide us with your current email address, contact information, and other information related to this Agreement and Disclosure and to your account(s), and to maintain and update promptly any changes to this information. You can update information (such as your email address) in Online Banking or by visiting our branch location. All communications in either electronic or paper format from us to you will be considered "in writing." You

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should print or download for your records a copy of this Agreement and Disclosure and any other communication that is important to you.

#### **REQUIREMENTS**

**(a) Account Access** - To access or utilize your account(s) via the Services, you must have at least one eligible deposit or loan account, a User ID, a password and additional login credentials that may be required. You may only designate accounts that you own jointly, individually or otherwise or that you have the authority to use. You agree to provide us with any additional documentation we may require for access to your account. If you apply for an account or service via Electronic Banking or ask to change an account or service you already use with us, you agree that we can treat your application or request as if it had been made in writing and signed by you. You understand by enrolling for Bill Pay that you authorize us to investigate and verify any information supplied by you. You authorize us to make any credit or investigative inquiry that the bank determines is appropriate to utilize Bill Pay services.

**(b) Joint Accounts** - If you have designated a joint account to be accessible via the Services, each joint owner will be jointly and severally liable under this Services Agreement. We may act upon the instructions of any joint owner concerning the account without the consent of any other person.

**(c) Special Withdrawal Limitations** - Banking regulations limit your ability to transfer funds between certain accounts, as described in the terms and conditions governing your deposit account (the "Deposit Agreement"). For example, you can make no more than 6 transfers from a savings or money market savings account during each monthly cycle. Transfers to another account or for making payment to a third party by means of a preauthorized or telephone agreement, order or instrument, withdrawals using a telephone, items processed through the Services, and checks are all counted against the permissible number of transfers, as are other transfer methods described in your Deposit Agreement, except where the transfers are made to make a payment on a loan with us.

**(d) Limitations and Dollar Amounts for Transfers** - Transfers from one designated account to another may not exceed the available balance in your account from which the transfers are made. We reserve the right to limit the frequency and dollar amount of transactions from your designated accounts for security reasons, see our Funds Availability policy for further details.

**(e) Your Password or TouchID Fingerprint**- Your particular electronic device will determine which of these login credentials will be available for you. We will be entitled to act on all instructions received under your login credentials. Since your login credentials are used to identify you as an authorized user of the Services, you agree to notify us immediately if the secrecy of your Password or TouchID has been compromised, and you also agree not to reveal your Password to any person not authorized to use the Services. The security of your Account depends upon maintaining the secrecy of your Password. You may change your Password at any time while you are using the Services. In order for the credit union to maintain the security of your Services account(s), we reserve the right to revoke, suspend or cancel your Service(s) at any time without giving you prior notice. You agree not to use your Password or TouchID for any transaction that would cause your account balance to go below zero. We will not be required to complete any such transaction, but if we do, you agree to pay us the amount of the improper withdrawal or transfer upon demand and any associated fees such as overdraft and NSF fees. See your Fee Schedule(s) and/or Deposit Account Agreement, as applicable. Otherwise, you authorize us to collect any such amounts, including the amount of the service fees you may owe us from any account you maintain with us.

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**(f) TouchID.** TouchID is a feature of the Methuen Federal Credit Union Mobile app which gives you the ability to use fingerprints in place of your login ID and password as the means of authentication necessary to access your account for the mobile banking session. This feature currently is available only to customers with compatible mobile devices. Fingerprints are encrypted and stored on the device only and are not made available to any other service providers, including Methuen Federal Credit Union. It is recommended that you do not allow any other individual's fingerprints to be entered on the device while using this feature. If this is allowed, you understand that the individual(s) whose fingerprints are stored on the device may have the ability to authenticate in your mobile banking session and have access to sensitive data and account functionality. You are solely responsible for any access granted to your mobile service.

**(g) Protecting Your Account** - You are solely responsible for maintaining the secrecy of your login credentials. For your protection, we recommend you memorize this information, do not write it down, and change it periodically. Properly constructed credentials afford you a greater degree of security and are more secure if:

- They contain more characters,
- Those characters are both alpha and numeric characters
- They consist of both upper and lower case letters

If your login criteria are entered incorrectly on several consecutive attempts, your access to the Services will be blocked. Please call Member Services at (978)686-1471. You should also take precautions to protect your personal identification information, such as your driver's license number, Social Security number, etc. Someone may use this information alone, or in conjunction with other information, to access your account. If you believe that your login credentials have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify us immediately by calling the number above. We reserve the right to deny access if user verification cannot be determined. If you disclose or otherwise provide your debit or ATM card numbers, account numbers, PINs, User IDs, Password, and/or TouchID to any person(s) or entity, you assume all risks and losses associated with such disclosure.

**(h) Your Electronic device** - You agree to be fully responsible for the installation, maintenance and operation of your electronic device and software. We are not responsible for any errors or failures from the malfunction of your electronic device, software, or for any virus or related problems associated with the use of our online system. You will be responsible for contracting with your own Internet Service or Phone Provider. You are responsible for the security of your electronic device. You must also meet our minimum browser and device requirements.

**(i) Secure Electronic Messaging Services** - You may communicate with us through our secure messaging service within Online Banking. To ensure the security of your account information, we encourage you to use only this service when submitting information to us regarding your account.

**(j) New Services** - We may, from time to time, introduce new Electronic Banking services. You will be notified of these services and we may update this Services Agreement to incorporate any new services. Your use of the new services will signify your acceptance of the terms and conditions governing these new services.

**(k) Fees and Charges** - The fees and charges for the Services available through Methuen Federal Credit Union electronic banking channels are set forth later in this Services Agreement. You agree that we may change the terms of this Services Agreement and Disclosure, including the fees at any time, and you will be notified of any such change. You understand that by using the Services after any change becomes effective, you have agreed to the changes. You may also view our Funds Availability

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Policy Disclosure, Overdraft Privilege disclosure and Schedule of Fees located on our website and provided to you at account opening.

**(I) When You May Access Your Account** - Subject to events such as periodic service interruptions, scheduled and/or unscheduled maintenance, conditions beyond our control, you can access your accounts via the Services, 7 days a week, 24 hours a day. As noted above, however, there may be times, when some or all of the Services may not be available.

#### **ELECTRONIC BANKING SERVICES**

**(a) eSign Disclosure and Consent** - By entering into this agreement you are providing your consent to allow Methuen Federal Credit Union to use your eSignature as your true and valid authorization, equivalent to a handwritten signature. This consent applies to all communications for those products, services and Accounts offered or accessible through all electronic banking channels.

**(b) What You Can Do** - If you have enrolled in Electronic Banking, you may:

- Obtain balance information, account detail information, and transaction history on all eligible accounts enrolled in Electronic Banking. Unless otherwise noted, transactional history reflects activity through the close of business of the previous business day. For Electronic Banking, our business days are Monday through Friday, excluding federal holidays.
- Transfer funds between designated accounts. See Special Withdrawal Limitations. Limitations and Dollar Amounts for Transfers listed (d) above. The following services may not be available through all electronic channels:
- Place and/or delete a stop payment on a check you have written.
- Transmit secure electronic messages to Methuen Federal Credit Union
- Automatic Alerts may be sent to you following important account activities or when certain changes are made online to your Online Banking account, such as a change in your email address, your credentials, or irregular card activity. These alerts will be automatically activated for you. Although you may have the option to suppress some of these Automatic Alerts, we strongly recommend that you do not. These alerts provide important information related to your online security or account activities.
- Voluntary Account Alerts must be activated. Voluntary Account Alerts allow you to choose alert messages for your accounts. Each alert has different options available, and you will be asked to select from among these options upon activation of your alerts service.
- Both Automatic Alerts and Voluntary Account Alerts are subject to the following: We may add new Automatic and Voluntary Account Alerts from time to time or cancel old alerts. We may notify you when we cancel alerts but are not obligated to do so. Alerts will be sent to the email address you have provided as your primary email address for Online Banking. You may also choose to have alerts sent to a secondary email address, including a mobile device that accepts text messages. If there is a change to your email address or mobile phone number, you are responsible for informing us of that change. Changes to your primary and secondary email addresses will apply to all corresponding Alerts. You understand and agree that your alerts may be delayed or prevented by a variety of factors. We do our best to provide alerts in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of

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any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance of an alert. Because alerts are not encrypted, we will not include your credentials or full account number. However, alerts may include your name and some information about your accounts. Depending upon which alerts you select, information such as your account balance or the due date for a bill payment may be included. Anyone with access to your email will be able to view the contents of these alerts.

**(c) Stop Payments** - You may initiate stop payment requests online only for paper checks you have written (non-electronically) on your bank account. Stop payments made through the Services after 4:00 p.m. Eastern Standard Time will be deemed received the next business day. By placing a stop payment order on-line, you have authorized, directed and requested us to stop payment on the check(s) requested. You agree to indemnify and hold us harmless from any and all claims, liabilities, costs and expenses, including but not limited to, court costs and reasonable attorney fees, resulting from or growing out of our refusal to pay the stopped check. We shall have no liability to you for the payment of the identified check contrary to this stop payment order if the indicated check number, dollar amount or account number is not accurate. We are not liable to you if we paid the identified check if we acted in good faith or exercised ordinary care. Any damages that you incur and which we may be liable for are limited to actual damages not to exceed the amount of the check. You understand that if the stop payment order comes too late for us to have a reasonable time to act on it prior to accepting, certifying, paying, settling for, posting or becoming accountable for the check, that this stop payment order shall be of no effect. This stop payment order shall be governed by the provisions of the Uniform Commercial Code in effect in Massachusetts. The stop payment order shall be valid for a period of six (6) months from the date it is made unless we have received a revocation or renewal prior to expiration of such period. You agree that we may charge you a fee for processing this stop payment order as well as a similar fee for each renewal you make, such fee to be deducted from your account. Refer to the current schedule of fees for your account.

#### **BILL PAY SERVICES**

Some Bill Pay Services may not be available through all electronic banking channels. Members should refer to the consumer terms and conditions found in the Bill Payment System.

#### **MOBILE Banking**

Mobile Banking services are provided for our members convenience and offers the same features and functionality found within the Online banking service. If your mobile device is lost or stolen, contact the credit union at (978) 686-1471 to have your device disabled. You may also contact your mobile service provider immediately to discontinue service.

#### **Methuen Federal Credit Union's responsibility to members regarding Electronic Banking**

- (a) We will be responsible for 100% of your late fees if directly caused by our failure to:
  - Complete a funds transfer or a bill payment to or from your account on time, unless our failure to do so is as outlined below.
  - Cancel a funds transfer or a bill payment as properly requested.
- (b) We will not be responsible for losses if:

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- Through no fault of ours, you do not have enough available funds in your account to make the transfer or if your funds are subject to legal process or other legal encumbrance.
- You have given us inaccurate or incomplete information.
- Your payment instructions are not given to us sufficiently in advance to allow for timely payment or delays in mail service.
- You have overdraft protection and the transfer would exceed the overdraft protection limit.
- We have reason to believe a transaction has not been properly authorized.
- The losses result from an electronic device virus or related problem.
- Your electronic device or any part of the Services was not working properly.
- Circumstances beyond our control, such as a fire or a flood, interruption of service by any of our suppliers that effect of which is to interfere with or prevented the transaction.
- We made a timely payment but the payee (i.e. a merchant or other institution) did not timely credit your account.
- You or we have terminated this Services Agreement.

#### **Miscellaneous**

(a) **Other Agreements** - In addition to this Services Agreement, you agree to be bound by and will comply with the requirements of the terms and conditions of other agreements/documents pertaining to your deposit and/or loan accounts, the rules and regulations of any funds transfer system to which we belong, and applicable state and federal laws and regulations.

(b) **Right to Terminate**- We may terminate any or all of your Electronic Banking Services any time for any reason, without prior notification. Electronic Banking members may be removed from any Electronic Banking Service after 90 days with no login activity. If your Service is discontinued, your Bill Pay information, if applicable, will be lost. If you wish to cancel any of your Services, please contact us by any of the methods described in this Agreement.

(c) **Notices** - Except as otherwise provided in this Services Agreement, all notices required to be sent to you will be effective when we transmit them, through email or secure electronic messaging, to the last known address or to the last known email address that we have for you in our records. For accounts with more than one owner, we may send notices to any one co-owner. A notice sent to any one co-owner is effective for all.

(d) **Statements** - All of your transfers made through the Services will appear on your applicable statement for the account(s) linked to the Services. You agree to review your statement promptly after you receive it. If your statement shows transactions that you did not authorize, you must tell us at once. You also agree to tell us promptly about any change in your address.

(e) **Governing Law** - This Services Agreement shall be governed by the laws of the State of Massachusetts, and where applicable, by Federal law.

(f) **Assignments** - We may assign our rights and delegate our duties under this Services Agreement to any company affiliated with Methuen Federal Credit Union or to any other party. You may not assign this Agreement in whole or in part.

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(g) **Amending this Electronic Banking Services Agreement** - You agree that we may change the charges, fees or other contract terms described in this Services Agreement. When we change any fees, charges or other material terms, we will update this Services Agreement and provide notification should a change create an adverse effect to the fees or terms currently in effect. When required, Notice will be sent at least 45 days in advance of the effective date of any change in fees for electronic transactions or of any stricter restrictions on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is needed to maintain or restore the security of the system. If such a security change is made and it can be disclosed to you without jeopardizing the security of the system, we will provide you with written notice, or notice via email or a secure electronic message within 30 calendar days after the change. You may choose to accept or decline such changes by continuing or discontinuing the account or the Services to which any such changes relate.