

Online Banking Disclosure and Electronic

Statement (eStatement) Consent Agreement

I acknowledge that I have read, and do hereby accept the terms and conditions contained in this Online Banking Disclosure and the Electronic Statement (eStatement) Consent Agreement.

MASSACHUSETTS FAMILY CREDIT UNION ONLINE BANKING DISCLOSURE

The first time that you enter the MASSACHUSETTS FAMILY CREDIT UNION 'S Online Banking System using your Personal Identification Number (PIN), will indicate that you have accepted and agreed to electronically receive and comply with MFCU Online Banking Disclosure, which appears below, as amended from time to time. Also at that time you will automatically be enrolled in eStatements and eNotices.

All terms and conditions applicable to MFCU Online Banking apply to Mobile Banking services. Web access is required to use Mobile Banking. Mobile service provider download and usage charges may apply. See service provider's terms and conditions.

This agreement between you and MASSACHUSETTS FAMILY CREDIT UNION ("we" or "us" or "MFCU") contains the terms, conditions and disclosures for our Online Banking service. Online Banking allows you to access your deposit accounts, loans, and lines of credit, and you are subject to the rules and regulations governing the general use of those accounts.

You will need to use certain types of computers, obtain an internet account, and use compliant browser software to use Online Banking. The installation, maintenance, and operation of those items are your responsibility. We are not responsible for any errors or failures of your computer equipment or internet connection software. Online Banking can be used at any time, 24 hours a day; however, certain system maintenance or malfunctions may make it unavailable at times.

You warrant and agree that you will not use Credit Union accounts or services, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this agreement. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages, or adverse action of any kind that results directly or indirectly from such illegal use.

How To Access Your Accounts

To access your accounts through Online Banking, you must have your Login ID and an Online Banking password. This information is requested when you enter our Online Banking system.

The password that is used to gain access to your information should be kept confidential, just as you would keep other PIN numbers and security codes confidential. For your protection we recommend that you change your Online Banking access password regularly. It is recommended

that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you share your password with the joint owner of the account, or your spouse, or any other individual who is not a joint owner, he or she will have full access to ALL share and loan account information and be able to initiate transactions available through this service. You need to verify that your Confidence Word is correct each time you log in. If your Confidence Word is not correct, do not proceed and contact the Credit Union immediately.

You cannot use Email to initiate transactions, change information or inquire on your account(s). We will not respond to these types of requests via Email since we cannot be certain we are corresponding with you. Please use the appropriate functions within our Online Banking service, call 781-592-6051 or visit the credit union for these functions.

Services Offered You may perform the following functions with your accounts using MFCU Online

Banking:

- Request a check from your savings, checking, loan or Money Market Account (to be mailed to you)
- Transfer funds between accounts
- Obtain balance information for your savings, checking, loan, money market, club and certificate accounts
- Make loan payments from your savings, checking, money market, and club accounts
- Access your HELOC and LOC accounts
- Make bill payments to preauthorized creditors
- Determine if a particular item has cleared
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts
- Verify your recent transactions

The information regarding your account balances on this website is provided as a courtesy pursuant to your request. For members that have filed a petition seeking bankruptcy protection under any chapter of the U.S. Bankruptcy Code, no demand for payment is hereby made, and the information provided is not to be construed as an attempt to collect or recover any claim or debt in violation of the provisions of 11 U.S.C. Section 362.

From time to time, we will announce additional services, which are available through Online Banking.

Your use of these services will constitute acceptance of the terms and conditions presented at the time they are announced.

Personal Identification Number (PIN)

A password is used for your protection. You agree to:

- Not disclose the password or otherwise make it available to anyone else
- Use the password as instructed
- Promptly notify MFCU of any loss or theft of the password
- Be liable for the password and for its authorized use as described in this account agreement and disclosure

Password Selection

You will select your own password. The password must be at least seven (8) characters long. The password must contain at least one number, plus at least one capital letter, at least one lower case letter, and a symbol such as ; !, @, #, etc.. For your security, your password should not be any part of your social security number, address, birthday, telephone number, or other numbers which could be easily deciphered by another person. You may securely change your password at any time through Online

Periodic Statements

All transactions generated through our Online Banking service and any Online Banking fees will appear on your monthly or quarterly statement. You have been automatically enrolled in eStatements. If you do not wish to receive your statement electronically you need log in to our Online Banking service, go to the Statements tab and select Stop e-Statements or call the credit union during business hours at 781-592-6051

Notices

You have been automatically enrolled in eNotices. All notices will be sent to you electronically. The credit union no longer provides a paper notice. If you choose not to receive your notice electronically, call the credit union during business hours at 781-592-6051. If this service is stopped, no paper notice will be sent.

Suspension of Privileges

We may at any time, and at our sole discretion, limit or cancel your Online Banking service. Specifically, we reserve the right to cancel access to Online Banking if services have not been used within any six month time period.

Fees

There are currently no fees for accessing your account(s) through our Internet Online Banking service.

MFCU reserves the right to initiate or increase fees at any time upon proper notification to you.

Your internet service provider (ISP) probably charges you a fee to access the internet via its server. We have no control over ISP related fees.

Online Transactions

All transactions with Online Banking are reflected immediately on your account. If the system is down and unable to post your transaction you will see a notice on the screen.

We reserve the right to refuse any transaction, which would draw upon insufficient funds, exceeds a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserves on the account. All checks are payable to you as primary member and will be mailed to your address of record. The Credit Union may refuse honor any transaction for which you do not have sufficient available verified funds.

Protecting Children's Online Privacy

We do not knowingly collect, nor is our Online Banking site designed or directed, to use personal information from children under the age of 13 without containing verifiable consent from their parents.

Should a child whom we know to be under the age of 13 send personal information to us, we will only use that information to respond directly to that child, seek parental consent or provide parental notice.

Your Liability for Unauthorized Transactions

Tell us IMMEDIATELY if you believe your password has been lost or stolen and immediately change your password from within the Online Banking section. Calling is the best way to notify us. You could lose all the money in your account (plus your maximum courtesy pay). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your password without your permission.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at the telephone number listed below in the “How to Notify Us” section.

Error Resolution

In case of errors or questions about Online Banking; if you think your statement is wrong; or if you need more information about a transfer listed on the statement, call or write us at the telephone number or address listed in this disclosure, as soon as you can. We must hear from you no later than 60 days after we send the first statement on which the problem or error appeared.

Include:

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation 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 re-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 questions in writing and we do not receive it within 10 business days, we may not re-credit your account.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation and your account will be adjusted accordingly. You may ask for copies of the documents that we used in our investigation.

NOTE: If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate the error.

How To Notify Us

If you believe your password has been lost or stolen, you should contact MFCU to change the password immediately. If someone has accessed or may have accessed money from your deposit account without your permission, call us during regular business hours at 757-664-4273 or write:

MASSACHUSETTS FAMILY CREDIT UNION

P O BOX 615

LYNN, MA 01903

Amendments

From time to time, we may amend this agreement. If any amendment results in greater cost or liability to you or stricter limitations on the frequency or dollar amount of transfers, we will give you at least 30 days notice by mailing a copy of the amendment to you at your most recent address shown on our records.