Terms, Agreements, and Disclosures of Members First Credit Union's Online Access Services

This agreement is between Members First Credit Union (hereinafter "we, us, or our Credit Union"), and each member who has enrolled in online access, together with any person who is authorized by a member to use or access their online access ("hereinafter referred together as "you, your or yours").

Members First Credit Union's online access is an electronic service provided to increase the convenience for our members. This Agreement supplements other terms and conditions in other Credit Union agreements and disclosures, which you may have previously agreed to. To the extent there is any conflict between the terms and conditions of other agreements and this one, this agreement will govern our relations with you for online access.

Members First Credit Union respects the privacy of visitors to our website and is committed to maintaining all reasonable precautions to assure the privacy and security of this website. Our website may contain links to other sites, and we cannot and are not responsible for maintaining your privacy once you leave our site. We attempt to only link to sites that share our high standards and respect for privacy.

You warrant and agree that you will not use Members First Credit Union accounts or services, to make or facilitate any illegal transactions 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 Members First Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized users. You further agree to indemnify and hold Members First Credit Union harmless from any suits, liability, damages, or adverse action of any kind that results directly or indirectly from such illegal use.

Electronic Disclosure: After you have carefully read this Agreement in its entirety, please indicate your consent to the same and to receiving this Agreement and Initial Disclosure ("Agreement"), electronically by clicking "I Acknowledge". If you are not in agreement with this Agreement, please exit this website. YOUR USE OF THIS WEBSITE SHALL CONSTITUTE YOUR AGREEMENT TO THE TERMS OF THIS AGREEMENT.

1. **Protecting Your Online Access Transactions.** Security is of utmost importance for Members First Credit Union. Members First Credit Union strives to provide the most secure environment possible for worry- free online account access. We continually evaluate new technologies to take advantage of evolving security enhancements. Unique User IDs and Passwords are designed to protect your identity. The privacy of communications between your computer and online access is ensured by the use of encryption. Encryption scrambles information so that it cannot be used by unauthorized parties. Members First Credit Union uses a 256-bit Secure Sockets Layer (SSL) encryption. When visiting Members First Credit Union's online access web site, notice the Internet browser displays a closed padlock and the address bar displays https://. This ensures that information is being encrypted. We also provide virus protection, network scanners, password management, and firewalls.

- 2. **E-mail Usage.** Members First Credit Union's staff may use personal information contained in e-mail messages to answer questions, follow up on suggestions or complaints, or improve the quality of our service. But, because most Internet-based e-mail is not secure, please DO NOT include sensitive information such as Account Numbers, Passwords or Social Security Numbers in e-mails; rather contact the Credit Union by phone, fax, or in person. Members First Credit Union will NEVER ask you to send sensitive information by e-mail.
- 3. **Definitions.** As used in this Agreement, Accounts refers to your checking, savings, or loan accounts you have with Members First Credit Union; Services refers to collectively any or all programs, software, products and services offered by online access which allows you to perform transactions via an Internet connection; Transaction refers to any deposit, payment, transfer, or other instruction relating to any account provided by the Credit Union; online access refers to the software program that hosts online access.
- 4. **Eligibility.** In order to enroll and activate the online access, you must be eligible to maintain an account with us. To use the online access, you must use a personal computer or other device with the capacity to interface by modem or otherwise with the Credit Union's system. The Credit Union is not responsible for providing any equipment, service, or advice related to equipment necessary to interface with our system, and is not responsible for any error in connection, transmission or otherwise regarding any system, software, entries, or instructions. When using the Credit Union's online access you must, when prompted, enter your member number as the User ID, your Password and answer Challenge Questions as needed. By entering the correct information you will have direct access to your Credit Union accounts.
- 5. **Equipment Requirements.** To use online access, you need a computer with a modem and a web browser (such as Microsoft Internet Explorer, Netscape Navigator, Mozilla, or an equivalent). You are responsible for the set-up and maintenance of your home computer and modem and web browser.
- 6. **Access.** Internet service will be available for your convenience 24 hours per day. Periodically, it may be interrupted to allow for system upgrades and enhancements. You will be notified on the website when this occurs.

We reserve the right to refuse any transaction which would draw upon insufficient funds, thereby lowering an account below a required balance. The service will discontinue if no transaction is entered after unsuccessful attempts to enter a transaction, and there may be limits on the duration of each Internet connection. You will have 3 attempts to accurately log in to your online account. If you become locked out, please contact the Credit Union at (608) 271-5301 or toll free at (866) 238-0277.

Online access allows you to review recent transactions on loans, checking, and savings accounts; to transfer funds among your accounts; to transfer funds to another account on which you are a joint owner within Members First Credit Union; to see a summary of your accounts; to make check withdrawals from your accounts; to make transfer payments to loan accounts; and to receive and send electronic messages to the Credit Union. You understand that we may not immediately receive e-mail communications that you send and will not take action based upon e-mail requests until we receive your message during regular business hours, and have reasonable opportunity to act. If you need to contact the Credit Union immediately, you may call (608) 271-5301 or toll free at (866) 238-0277.

- 7. User ID and Password. Because your User ID and Password can be used to access your Accounts and to access information about these Accounts, you should treat your User ID and Password with the same degree of care and secrecy that you use to protect your ATM security code and other sensitive financial data. We may ask you to change your User ID and Password from time to time for security reasons. You agree not to use any language that is abusive, harassing, libelous, defamatory, obscene, or threatening when defining your Password or any other personalization of your Accounts. You agree not to give or make available your User ID, Password, or account numbers to any person who is not authorized to access your online access. If someone to whom you have granted authority to use your User ID and Password exceeds such authority, you are fully liable for all payments made by such person until you have notified us that you have terminated the authority granted to such person and have given us a reasonable period of time to act upon such notice. We may require that you put such notice in writing. Upon receipt of such notice we may require you to immediately change your User ID and Password, and to identify the person or persons you believe to have exceeded such authority. You agree to cooperate with us in the investigation and prosecution of any person who has obtained and used your User ID and Password without your authorization and/or in excess of your authority.
- 8. **Termination.** You may terminate your use of the Service at any time by contacting Members First Credit Union.
- 9. **Limitation of Liability.** Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special or consequential, caused by the Service or the use thereof or arising in any way out of the maintenance of the Members First Credit Union or website, even if we have been advised of the possibility of such damages or losses. We are not responsible for any loss, damage or injury resulting from an interruption in your electrical power or telephone; the disconnecting of your telephone line by your local telephone company or from deficiencies in your line quality, the failure or unavailability of Internet access; problems with Internet service providers, any defect or malfunction of your PC, modem, or telephone line.
- 10. **Entire Agreement.** This Agreement constitutes the complete and exclusive agreement between you and Members First Credit Union related to the online access Service. Any other agreement or disclosure with respect to your accounts for the services made by or with Members First Credit Union is separate and distinct from this Agreement.
- 11. **Amendments.** We may amend or change any of the terms and conditions of this Agreement at any time upon reasonable notice to you. If you do not agree to the change or amendment, you may notify us prior to the effective date of the change or amendment and cancel your access to the Service. Your continued use of the Service after the effective date of change will be deemed acceptance of the change or amendment.
- 12. **Severability.** If any provision of this Agreement is determined to be void or invalid, the remainder of this Agreement shall remain in full force and effect.