

MembersFirst Credit Union Consent and Agreement to Receive Disclosures Electronically

Definitions. In this Agreement and Disclosure, the words “you,” “your,” and “yours” mean the account owner(s) authorized to receive e-Statements and notices under this Agreement. The words “we,” “us,” “our,” and “Credit Union” mean MembersFirst Credit Union (MFCU). The words “the Service” refer to e-Notices and e-Statement Services.

You agree to be bound by all terms and conditions contained herein and are in addition to the terms and conditions in our other agreements. You further agree to abide by any terms or conditions which may be added because of future enhancements to e-Statement Services.

Scope of Consent and Agreement for Receiving Electronic Disclosures, Notices, and Information from the Credit Union. You specifically consent and agree that we may provide all disclosures, agreements, contracts, consents, periodic statements, receipts, notices (including notices of annual and/or special meetings), modifications, amendments, and all other evidence of our transactions; and governmental and/or third party notices (such as IRS 1098, 1099, etc.), to include notices required by federal or state laws (such as notice of unclaimed property) or notice of the availability of any of the foregoing with you or on your behalf electronically by posting or providing a link to same on the Credit Union’s website, by submitting a notice to the email address provided in your Membership Application (hereinafter all such disclosures and/or documentation is referred to as “electronic record(s)”), or by our using other electronic methods allowed pursuant to applicable laws and regulations to provide electronic records to you.

Upon receipt of your consent, we will provide all electronic records to you as applicable to the email address that you provide. You understand that you have no expectation of privacy if electronic records are transmitted to an email address owned by your employer or any other persons that are not owners, borrowers, authorized users, etc. You further agree to release the Credit Union from any liability if the information is intercepted or viewed by an unauthorized party at the email address in your Membership Application selected by you, or any updates thereto that are provided to the Credit Union.

Joint Accounts. If your Credit Union account is owned jointly with another person, either party may consent to receive electronic disclosures and e-Statements which shall apply to both of you.

System Requirements. To access e-Statements and to retain documents, agreements, and disclosures electronically, you need internet access, a PDF reader, and a certified/supported browser, such as Google Chrome, Mozilla Firefox, Apple Safari and Microsoft Edge. You are responsible for the set-up and maintenance of your computer and modem, which supports the encryption requirements of our online/mobile systems.

To access your e-Statement online, you must have an active online/mobile banking account established with the Credit Union. Once that is established, you may log on to MFCU Mobile Banking via the Internet or the MFCU Mobile App. You will use your username and password to access your account and click on “*Statements and Documents*” under “*Accounts*” under the main menu.

It is your sole responsibility to ensure 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. The system requirements above are the present minimum requirements that are required to access and use the system, which may change without notice. We make no warranty or representation regarding the access speed that you will have now or in the future, as such is beyond the control of the Credit Union. Also, these minimum requirements are likely to change as technology, software, and other matters continue to evolve.

E-Mail Address Required-Notification of Statement Availability. Your email address is required to participate in our e-Statement Service. We will send you an email notification at your email address of record when your online statement is available. Your online statements will remain accessible on our website for at least eighteen (18) months. If we send your email notification and it is returned to us as undeliverable, you will still be able to access your statement from the internet. However, the email notification will not be delivered until your email address has been properly updated with us.

Change of Mailing Address or Email Address. You agree to notify us promptly of any change of address including email address or other information pertaining to this Agreement. In the absence of such notice, any mail, disclosure or notice to you at any: address, forwarding address provided to us by the U.S. Postal Office, or email address shown by our records or any communication received from you will be deemed properly addressed; and unless otherwise provided by applicable law, constitute effective delivery of any item we may be required to provide, regardless of actual receipt by you. If we receive notice that an address you provide to us is not or is no longer correct, or has changed without notice to us, and we attempt to determine your new address; then the Credit Union may, in its discretion: (1) charge a fee as set forth in the Fee Schedule to determine your current address; and/or (2) discontinue sending any statements, notices or other items to you until verifiable information is provided to correct any deficiency under this provision. Thereafter, it will be your responsibility to reapply for any electronic notification or disclosure services we offer and/or to provide notice of your correct address pursuant to your Membership Agreement with us.

The Credit Union must receive notification of any change in email address at least ten (10) business days prior to the last business day of the month to give us time to affect the change. Failure to do so may result in a delay or lack of delivery of your statement for the given period.

System Availability. The home banking site is generally available 24 hours a day, seven days a week. However, access may be unavailable at certain times for reasons such as scheduled maintenance, unscheduled maintenance, and system outages, including but not limited to, earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, which may cause system unavailability. The Credit Union will make all reasonable efforts to ensure the availability of our home banking site. However, the Credit Union is in no way liable for the unavailability of the Credit Union e-Statement Service or any consequential damages that may result.

Right To Receive Paper Statements. Once you enroll in this Service, a paper statement will no longer be sent to you. Although you have elected electronic delivery, you do have a right to receive a paper copy of your periodic statement. To request a copy of your periodic statement, please visit your local Credit Union branch, telephone us at 404-978-0080 or write to: MembersFirst Credit Union, 2476 Lawrenceville Hwy, Decatur, GA 30033. Please see the Fee Schedule for the Paper Statement Fee for requests to receive an account statement in paper form.

Withdrawing Consent. You may withdraw your consent to do further business electronically with us. If you decide to withdraw your consent, the legal validity and enforceability of prior electronic Disclosures will not be affected.

If you elect to withdraw from e-Statements, you will be charged the Paper Statement Fee as outlined in the Fee Schedule. **Browser Version Withdraw from e-Statements:** If you elect to withdraw from e-Statements, you will be charged the Paper Statement Fee as outlined in the Fee Schedule. To withdraw your consent, you must unselect the “*Statements*” checkbox found on the screen below your email address on the “*Edit Email*” screen under the “*Settings*” section on the main menu. Select the email address that is currently set up for e-Statements and unselect “*Statements*.” Once you have unselected the “*Statements*” checkbox, click “*Submit*” to save your change. **Mobile App Version Withdrawal from e-Statements:** If you elect to withdraw from e-Statements, you will be charged the Paper Statement Fee as outlined in the Fee Schedule. To withdraw your consent, you must toggle to unselect “*Statements*” after clicking on your email address which is located under the “*Email*” screen under the “*Settings*” section on

the main menu. Select the email address that is currently set up for e-Statements and unselect "Statements." Once you have unselected "Statements," scroll down and click "Save" to save your change.

You may also withdraw your consent by visiting your local Credit Union branch or by mail at:
MembersFirst Credit Union, 2476 Lawrenceville Hwy., Decatur, GA 30033

Termination of Agreement and Service. The Credit Union may terminate its Service and this Agreement and Disclosure at any time by giving you advance notification via email.

Governing Law. This Agreement is made in Georgia and shall be construed and governed by the laws of the State of Georgia without regard to its conflicts of the law's provisions and to the extent that Georgia law is consistent with controlling Federal Law.

Amendments. This Agreement may be amended by the Credit Union at any time at its discretion. You will receive any notice of amendments required by law via email.

Please read this information carefully and print or retain a copy for your reference.