

MEMBERS EXCHANGE CREDIT UNION
TERMS AND CONDITIONS
MECU ANYWHERE - INTERNET BANKING & E-STATEMENTS

The MECU Anywhere - Internet Banking and e-Statement Agreement and Disclosures ("Agreement") applies to Your use of MECU Anywhere and e-Statement Service, which permits You to access Your Accounts and Statements with Members Exchange Credit Union (Us) via the Internet for services selected by You and agreed upon by Us. In addition, as specified below, the agreements governing your Accounts and our Disclosure Pursuant to Electronic Fund Transfer Laws are applicable to the services provided under this Agreement.

The following information describes the various types of Internet Banking and/or e-Statement Services, which are available to members together with your rights and responsibilities concerning these transactions, including your rights under the Electronic Funds Transfer Act. Most transfers made through use of our Internet Banking Service will qualify as Electronic Fund Transfers under the Act.

PLEASE READ THIS DOCUMENT CAREFULLY. You may want to print or save this document for future reference, or if you would like to receive a paper copy you may call our office at 601-922-3350. Some information may not pertain to you. Electronic Fund Transfers are deposits to, withdrawals from, or transfers between your accounts, which are not originated by check, draft or similar paper instrument. With accounts involving such transfers, you have certain rights under law, which is described below.

1. Authorization

This Agreement applies to all persons that are parties to the Accounts. This Agreement contains the terms and conditions governing Internet Banking and e-Statements, including disclosures required by federal law. Please read this Agreement carefully and keep a copy for Your records. By subscribing to Internet Banking and/or e-Statements, You acknowledge that You have received and read this Agreement and agree to its terms and conditions. You also acknowledge that this Agreement has been accepted by one or more of the persons who established the subject Account with Us. By choosing to use Internet Banking and/or e-Statements, you agree that the terms and conditions in this Agreement, and any amendments or changes hereafter, apply to You and any others whom You permit to use Internet Banking and/or e-Statements. If you do not agree with the terms and conditions, you may not use Internet Banking and/or e-Statements. By using Internet Banking and/or e-Statements, you consent to the electronic transmission of personal financial information. Your consent will be deemed effective for as long as you use Internet Banking and/or e-Statements.

You agree that each owner of an Account is authorized to access all of the funds held in that Account as well as all account information provided in notices and e-Statements. We are entitled to act on Transaction instructions received using Your Username and Password and You agree that the use of your Username and Password will have the same effect as Your signature authorizing the Transaction. You are responsible for keeping Your passwords and account data confidential.

2. Access and Functions

Using your computer or other Internet-access device, You can access MECU Anywhere – Internet Banking and e-Statements 24 hours a day, 7 days a week, except during any special or scheduled maintenance periods. Using Your assigned Username and Password, You can, subject to these Terms and Conditions and the applicable service specifications:

- View selected Account information
- Transfer funds among Your eligible Share Accounts
- View transaction history
- View check copies
- Make loan payments
- Make loan advances
- Withdrawals by check

3. Hardware and Software Requirements

To use Internet Banking and / or e-Statements, you will need Internet access (if by modem, 14.4 baud or higher), and an Internet browser that supports Secure Sockets Layer with 128-bit encryption and JavaScript.

Minimum system requirements:

Internet Explorer 5.5, or Firefox 1.0.7

Adobe Acrobat 6

133 MHz processor and a 28.8k modem

Recommended system requirements:

Internet Explorer 6.0+, or Firefox

Adobe Reader 8, Flash 9 plug-in, and Java Runtime Environment Version 6.0 Update 13

266 MHz processor and a 56k modem, DSL, or cable connection

You are responsible for selecting and properly configuring all systems, hardware and Your Internet service. You are also responsible for any defect, malfunction, or interruption in service or security due to hardware failure, Your choice of Internet service provider, and systems and computer services. We are not responsible for any errors or failures caused by any malfunction of Your computer, and We are not responsible for any computer viruses, worms, or related problems that may be associated with the use of Internet Banking and e-Statements, Your computer, or other Internet-access device. You are also responsible for all telephone charges incurred in connecting to Internet Banking and e-Statements for charges by any service provider providing connection to the Internet.

4. Password and Security

Before logging in, You will need to create a unique username. Upon Your successful enrollment, You will be required to change Your password upon Your first use. Using Your password has the same effect as Your signature authorizing Transactions. You agree to safely keep the password, not to record the password or otherwise disclose or make the password available to anyone other than authorized users of Your Accounts. Anyone to whom You disclose Your password and anyone who has access to Your password will have full access to Your account information, including full access to Your Accounts, notices, and e-Statements. You have no ability to limit any such person's authority. If anyone uses Your password with Your permission, You will be responsible for any Transactions performed by that person.

5. Your Liability

Tell Us at once if You believe Your password has been lost, stolen or otherwise became available to an unauthorized person. Please contact Us immediately by telephone or in writing. Telephoning is the best way of keeping Your possible losses down. You could lose all the money in Your Accounts. If You tell Us within two Business Days, You can lose no more than \$50 if someone used Your password without Your permission. If You do NOT tell Us within two 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 of the date We mail a periodic statement to You, You may not get any money You lost after the 60 days if We show that We could have stopped someone from taking the money if You would have told Us in time. If a good reason (such as a long trip or a hospital stay) kept You from telling Us, We will extend the time periods. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. We are not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.

6. e-Alerts

The e-Alerts service is a tool for managing accounts. However, e-Alerts should not be relied upon solely for account information. Although Members Exchange makes every effort to ensure alerts are delivered as expected, there are conditions that may make the alerts unreliable such as, but not limited to: spam filters,

relay detectors, inaccurate or obsolete email addresses, network or system failures, etc. Members Exchange recommends that the service be tested prior to regular use to identify any limiting conditions that may be present. Members Exchange does not guarantee the delivery of any account e-Alert.

7. MECU Anywhere – Mobile Banking Service

All terms and conditions applicable to Members Exchange Credit Union, MECU Anywhere internet banking apply to Mobile Banking services. Members Exchange offers mobile banking as a FREE service; however a data service plan is required to use this service. Members Exchange does not support the cell phone device. We are not responsible for any errors or failures from any malfunction of your mobile device, the browser or software. You are responsible for the security and security settings of your device. Members Exchange is also is not responsible for any virus or related problems that may be associated with the use of an online system.

8. Overdrafts

You promise to keep enough money in your account(s) to cover payments and transfers that you request. You promise not to use the Service to create an overdraft in an account. However, if an overdraft is created, you agree to pay us for the amount of the overdraft and to pay our standard overdraft charge in effect immediately and upon demand.

9. Contact in Event of Unauthorized Access

If You believe Your password has been lost or stolen or that someone may or has fraudulently accessed Your Account without Your permission, contact the Credit Union by phone 601-922-3350, or write Members Exchange Credit Union..

10. Information about e-Statements and Electronic Transaction Notifications

If You agree to receive your statements in electronic form through Internet Banking You must present a valid email address to receive notice that your e-statement is available. Your e-Statement will be made available through Internet Banking if a valid email address is provided; however, no notice of availability will be sent or received if the information you provide is incorrect or out of date. You may choose to receive your statements in a non-electronic form at any time by contacting the credit union at 601-922-3350. There is no fee for receiving your statements in a non-electronic form or for withdrawing from e-Statements.

11. Exclusion of Liability and Warranties

Our Internet Banking and e-Statements make use of a private network, intended for authorized users only. We have confidence in the security measures We employ; however, this is not an invitation for individuals to attempt unauthorized access. BY USING THIS SERVICE, YOU AGREE TO ACCEPT COMPLETE RESPONSIBILITY THEREFORE, THE CREDIT UNION, AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SERVICE PROVIDERS, DISCLAIM ANY AND ALL LIABILITY, WHETHER NOW KNOWN OR OTHERWISE, WITH RESPECT TO YOUR USE, AUTHORIZED OR UNAUTHORIZED, AND CREDIT UNION FURTHER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

12. In Case of Errors or Questions

If You believe that there has been an error related to a Funds Transfer or other related service, You have questions or need more information about a Funds Transfer or related service, or You believe Your statement, transaction history or receipt is wrong contact Members Exchange Credit Union at 601-922-3350 or write Us at 107 Marketridge Drive, Ridgeland MS 39157 or email us at resolution@memexcu.com as soon as You can.

We must hear from You no later than 60 Calendar Days after We sent You the FIRST statement on which the problem or error appeared.

- A. Tell Us Your name and Account number (if any).

- B. Describe the error or the 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.
- C. Tell Us the dollar amount of the suspected error.

Please also include a telephone number at which You can be reached in the event We need any additional information. If You tell Us orally, We retain the right to require that You send Us Your complaint or question in writing within 10 Business Days. We will determine whether an error occurred 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 to investigate Your complaint or question. If We decide to do this, We will 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 question in writing and We do not receive it within 10 Business Days, We may not credit Your Account. The 10-day period in the preceding paragraph may be extended to 20 Business Days, if the error involves a transfer to or from the Account within 30 days after the first deposit to the Account was made. If the error involves an electronic transfer from Your Account to buy goods or services direct from a merchant, a transfer initiated outside of the United States or a transfer that occurred within 30 days after the first deposit to the Account was made, the 45 day time period to investigate Your complaint or question will be 90 days in place of 45 days. We will tell You the results within three Business Days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. If You received credit during the investigation, Your account will be debited at that time. You may request copies of the documents that We used in Our investigation for a reasonable charge.

13. Account Information Disclosure

The circumstances under which We may provide information about Your accounts to third parties are summarized in Our current privacy notice. You may access the privacy notice on www.mecuananywhere.com or request a paper copy by writing to Us at Members Exchange Credit Union, 107 Marketridge Drive, Ridgeland MS 39157.

14. Arbitration

Any and all of the provisions of this agreement shall be subject to Arbitration by and under the rules of the American Arbitration Association (“AAA”). Either party, prior to filing suit on any cause of action, shall first submit any complaint to binding Arbitration by the AAA. Failure to do so shall be grounds for dismissal of the court action.