

Members Plus Credit Union Online Banking Service Agreement and Disclosures

This Agreement governs the use of Members Plus Credit Union's ("MPCU" or "Credit Union") Online Banking Service. By using Members Plus Online Banking Service, each of you, jointly or individually, agree to the following terms governing your and our rights and responsibilities concerning the Online Banking Service.

Definitions

As used in this Agreement, "account" and "accounts" mean the MPCU account in which you are either the owner or joint owner. "Loan account" and "loan accounts" mean any loan you have with MPCU. "You," "your," and "yours" mean the person(s) using Online Banking. "We," "our," and "us," refer to MPCU.

Deposit and Credit Agreements

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures, as applicable.

Required Equipment

In order to access our Online Banking Service you need a "computer" (such as a laptop, desktop, smartphone or tablet), internet access and the required hardware and software as listed below:

- Google Chrome (latest):
 - Mobile (latest)
- Mozilla Firefox (latest)
- Safari:
 - Safari 11
 - Safari 10
 - Mobile (latest)
- Internet Explorer 11 (latest) and above
- Microsoft Edge (original)
- Microsoft Edge (latest chromium-based)

In order to use the Online Banking Service, you need a "computer" (such as a laptop, desktop, smartphone or tablet) with a web browser (either Firefox 3.0 or higher, Microsoft Internet Explorer 7.0 or higher), a member number, and Online Banking Personal Identification Number also referred to as "PIN". The PIN is the confidential number you use to access your account(s) through Online Banking.

You are responsible for the installation, maintenance, and operation of your computer, browser and the software. MPCU is not responsible for any errors or failures from any malfunction of your computer, the browser or the software. MPCU is also not responsible for any computer virus or related problems that may be associated with the use of an online system.

The Service

To use Online Banking, you must have at least one MPCU personal account and an Online Banking PIN. Through Online Banking, you will have access to any of your MPCU share accounts or loan accounts.

MPCU reserves the right to deny access to a deposit account or loan account or to deny transactions under certain circumstances.

Description of Online Banking

Online Banking allows you to perform some or all of the following functions from your Computer:

Online Account Access Functions and Limitations of Transfers

You may use Online Banking to (a) transfer funds between your accounts; (b) obtain account balances; (c) obtain history and transaction information on your accounts; (d) obtain loan account balance information; (e) view credit card statements; (f) set up account alerts and reminders; and (g) pay bills to third parties via our Bill Pay service, which is covered under the Bill Pay Agreement and Disclosure. These features are limited to the extent, and subject to the terms, noted below.

- i. You may make funds transfers to your other accounts as often as you like. However, transfers from your savings or money market accounts will be limited to a total of six in any one month. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds or lower an account below the required balance. All checks are payable to you as a primary member and will be mailed to your postal address of record. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.
- ii. Transactional information for your accounts will be available from Online Banking for a maximum of three statement cycles from the date of inquiry.
- iii. You may send secure messages to us through Online Banking. MPCU may not immediately receive secure messages that you send and will not take action based on secure messages until the staff at MPCU actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction, you may call MPCU at 781-905-1500.

Username and Password and Security

Initial Access

Your member number and PIN, (last four digits of your social security number), is required to access MPCU's Online Banking functions. After initial log-in you will be prompted to change your username and password. You may change your username and password at any time by selecting the appropriate function from the My Settings tab within the Online Banking Service.

Security

The username and password that you select is for your security purposes. The username and password are confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your username and password. You agree not to disclose or otherwise make your username and password available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your username and password, you understand that the person may use Online Banking to review all of your account information and make account transactions. Therefore, 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 transactions.

Authorization

If you authorize anyone to use your username and password in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your username and password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your username and password is changed. If you fail to maintain or change the security of these username and passwords and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

You agree not to give or make available your username and password to any unauthorized individual. If you believe your username and password has been lost or stolen, someone has attempted to use the Online Banking Service without your consent, your deposit account(s) or loan account(s) have been accessed, or someone has transferred money without your permission, you must notify Members Plus Credit Union immediately (see Contact Information below). MPCU does not maintain a record of your password. If you lose or forget your password, you may choose "forgot password" to retrieve a new one.

Your Liability for Unauthorized Transfer

Tell us AT ONCE if you believe your account information and/or your username and password have been lost or stolen or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit). If you believe your account information and/or PIN has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your account information and/or your username and password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your account information and/or your username and password, and we can prove we could have stopped someone from using your account/and or your username and password without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had 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.

**If you believe that your account information has been lost or stolen:
Call 781-905-1500 or write to us at 29 High Street, Medford, MA 02155.**

You should also call the number or write to the address above if you believe that a transfer has been made without your permission.

Errors and Questions

In Case of Errors or Questions About Your Electronic Transfers, telephone us at 781-905-1500. Write us at 29 High Street, Medford, MA 02155 or E-mail us at depositservices@memberspluscu.org as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) 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.
- (3) 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 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 days 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.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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. You may ask for copies of the documents that we used in our investigation.

Business Days

Our business days are Monday through Friday. Holidays are not included.

Transaction Documentation

When you access Online Banking to conduct transactions, the information you enter will be recorded. By using Online Banking, you consent to such recording. Transfers and withdrawals transacted through Online Banking will be recorded on your periodic statement. You will receive a statement monthly by standard mail or email.

No Signature Required

When using Online Banking to conduct transactions, you agree that MPCU may debit your account to complete the transactions, or honor debits you have not signed.

Disclosure of Account Information to Third Parties

We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy. However, we will disclose information to third parties about your account or the transfers you make in the following limited circumstances:

- a. As necessary to complete transfers.
- b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant.
- c. To comply with government agency or court orders.
- d. If you give us your express permission.

Limitation of Liability for Online Banking Services

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. MPCU will not be liable for the following:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable.
- b. If you used the wrong account access information or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer transactions.
- c. If your computer fails or malfunctions or the phone lines or Credit Union computer system was not properly working and such problem should have been apparent when you attempted such transaction.
- d. If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure, or interference from an outside force) prevent making the transaction.
- e. If the funds in your account are subject to an administrative hold, legal process or other claim.
- f. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer or bill payment.
- g. If your account is frozen because of a delinquent loan or to comply with government agency or court orders.
- h. Circumstances beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by Credit Union.
- i. If there are other exceptions as established by the Credit Union

Charges

Currently there is no charge for Online Banking. We will notify you of any changes as required by law. You are responsible for any and all telephone access fees or Internet Service fees that may be assessed by your telephone utility and/or Internet Service Provider.

Alterations and Amendments

The terms of this Agreement, applicable fees, and service charges may be altered or amended by Members Plus Credit Union from time to time. In such event, MPCU shall send notice to you either at your address as it appears on MPCU's records or by online notice through Online Banking. Any continuation of Online Banking after MPCU sends you a notice of change will constitute your agreement to such change(s). Further, MPCU may, from time to time, revise or update the MPCU's program, services, and/or related material(s) rendering such prior versions obsolete. Consequently, Members Plus Credit Union reserves the right to terminate this Agreement as to all such prior versions of the MPCU programs, services, and/or related material(s) and limit access to MPCU's more recent versions and updates.

Address Changes

You agree to promptly notify Members Plus Credit Union, in writing, of any mailing or email address change.

Termination or Discontinuation

You agree that we may terminate this Agreement and your Online Banking Services, if you, or any authorized user of your Online Banking Services or PIN breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your Accounts or PIN or if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction, or if we reasonably believe your account conduct poses an undue risk of illegality or unlawfulness. In addition, we reserve the right to terminate the service if you fail to use the service for more than six consecutive months.

The use of Online Banking does not require enrollment on your behalf; therefore, termination of Online Banking by you is done by not accessing or using the Service. However, any transactions or payments you have previously authorized will be completed as instructed. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

Disputes

In the event of a dispute regarding Online Banking, you and Members Plus Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and MPCU, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Members Plus Credit Union relating to the subject matter of this Agreement. If there is a conflict between what one of MPCU's employees says and the terms of this Agreement, the terms of this Agreement have final control.

Assignment

You may not assign this Agreement to any other party. MPCU may assign this Agreement to any present or future, directly or indirectly, affiliated company. Members Plus Credit Union may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

No Waiver

Members Plus Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by MPCU. No delay or omission on the part of MPCU in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Severability

In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

Enforcement

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the state of Massachusetts. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Massachusetts

law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision will be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

Federal Disclosure

You agree to accept this disclosure online rather than a paper disclosure. We recommend you print the entire Agreement and Disclosure for your records. If you are unable to print this, please request a paper disclosure to be mailed to you.

LICENSE GRANT AND RESTRICTIONS You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the purchase rewards application ("Purchase Rewards Offers") to benefit from your debit card purchases.

In addition to the Purchase Rewards Offers, the term "Purchase Rewards Offers" also includes any other programs, tools, internet-based services, components and any "updates" (for example, Purchase Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Purchase Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Purchase Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from Purchase Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of Purchase Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the Purchase Rewards Offers, use any tool to enable features or functionalities that are otherwise disabled in the Purchase Rewards Offers, or decompile, disassemble, or otherwise reverse engineer the Purchase Rewards Offers except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Purchase Rewards Offers or any services provided in connection with them, prevent access to or the use of the Purchase Rewards Offers or any or services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Purchase Rewards Offers; or (vii) otherwise use the Purchase Rewards Offers or any services provided in connection with them except as expressly allowed under this Section 1.

OWNERSHIP The Purchase Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

YOUR INFORMATION AND ACCOUNT DATA WITH US You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Purchase Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Purchase Rewards Offers or any services provided in connection with them (collectively, "Account Data").

You are responsible for providing access and assigning passwords to other users, if any, under your account for the Purchase Rewards Offers or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic

communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information.

It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Purchase Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the Purchase Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

THIRD PARTY SERVICES In connection with your use of the Purchase Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

THIRD PARTY WEBSITES The Purchase Rewards Offers may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Purchase Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

EXPORT RESTRICTIONS You acknowledge that the Purchase Rewards Offers may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Purchase Rewards Offers, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.