

WELCOME TO E-STATEMENTS AND E-NOTICE AGREEMENT AND ENROLLMENT

MEMBER CONSENT TO ACCEPT ELECTRONIC DELIVERY OF E-STATEMENTS AND E-DISCLOSURES/NOTICES

Definitions in this Agreement.

- "E-Statement" refers to your periodic Statement of Account.
- "E-Disclosure," refers to any other disclosure that would normally be provided in a written form for you to retain.
- "Agreement" refers to the Agreement.
- "Service"/"Services" refers to services offered under this Agreement such as: Electronic statement deliver, electronic notification of services and changes to those services.
- "Site" refers to MECU's website, any linked site, and any site where MECU Services may be accessible.
- "You" and "your" refer to you, the member of Municipal Employees Credit Union of OKC ("MECU").
- "We," "us," and "our," mean MECU.

Consent to Receive Periodic Statements and Disclosures Electronically (E-Statements and E-Disclosures).

You agree to accept your E-Statements and E-Disclosures online. Your E-Statement includes transaction activity for all of your share accounts, which includes savings, checking, certificates, loans, etc. You further agree that we will discontinue mailing a paper statement to you and will communicate with you electronically, as necessary. You also agree to receive other disclosures online when we elect to make them available in electronic format. These include, but are not limited to, your periodic notice of billing error rights, your periodic notice of how to report errors that involve your electronic funds transfers and year-end tax statements for dividends earned. You agree within sixty (60) days of receipt to open the electronic communication *including* your E-Statement or Notice, etc. Failure to open the communication and view its content will not demonstrate an electronic affirmative consent to receive such communication. Without such affirmative consent MECU can discontinue electronic communication and send you paper statements or communication. The charge for a paper statement is \$5.00.

Use of E-Statements requires Home Banking enrollment.

E-Statement Access. Accessing your E-Statement and E-Notices confirms your agreement to be bound by all disclosures and agreements and acknowledges your receipt and understanding of this Agreement. By accessing your on-line statements, you will be able to view your account and transaction activity for your deposit and loan accounts, electronic funds transfer transactions, notice of billing error rights under Federal Regulations Z and E, and MECU communications and/or statement stuffers which may contain important legal notices that affect you.

E-Notices allow you to view and print your account notices from your personal email address. You will no longer receive paper notices in the mail. We will send your account notices

Notices also includes:

- Regulatory Changes in Terms
- Overdraft and Courtesy Pay
- Non-Sufficient Funds Notices
- Return Notices
- Loan Payment Notices
- Loan Past Due Notices
- Share Certificate Notices
- Privacy Notice
- Fair Credit Report Act
- Truth in Lending Act
- Electronic Funds Transfer Act
- Truth in Savings Act
- Any notice or disclosure regarding an account, product or service fee, such as a late fee, an overdraft fee, an over limit fee, a fee for a draft, check or electronic debit returned for any reason, such as insufficient funds fee or a fee as a result of a stop payment order.

Requesting a Paper Copy of Disclosures. You may request a paper copy of your periodic statement or any other record received electronically under this Agreement by contacting us (see "Contact Information" below). A fee of \$5.00 will be charged for the paper copy. To avoid this fee, consider printing your E- Statement from your computer.

Home Banking. This service permits you to electronically transact or initiate account transactions using your deposit accounts, loans and credit cards with MECU. Home Banking services are generally available 24 hours a day, seven days a week, however, service may be unavailable from time to time for routine maintenance or due to an unscheduled downtime.

The following are a list of Services you can currently conduct using Home Banking:

- Obtain a balance inquiry
- Make transfers
- View E-Statements
- Access Bill Pay
- Stop payment on checks and drafts
- View cleared checks
- Apply for a loan
- Make loan payments

MECU's Liability for Failure to Make Transfers. 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 and the instructions you provide/transmit, we will be liable for your actual losses or damages. However we will not be liable:

- If, through no fault of ours, you do not have adequate available funds in your account to complete a transaction.
- If you used the wrong password or you have not properly followed any applicable computer, internet access, or our user instruction for making transfers and payment transactions.
- If your computer or internet connection fails or malfunctions or the Home Banking service was not properly working and such problem should have been apparent when you attempted such a transaction.
- If you have not given us complete, correct and current instructions to process a transfer or payment.
- If you do not authorize a payment soon enough for it to be made and properly credited to the account at the time it is due.

Termination, Access Restrictions and Modifications of the Terms of Use. MECU reserves the right to terminate or suspend your access to the Service(s) for inactivity (such as failing to log into a particular service for an extended period of time) or impropriety. MECU shall have no obligation to maintain any content or to forward any unread or unset messages to you or any third party. We reserve the right to cancel your participation at any time. MECU also reserves the right to change the terms, conditions, notices under which MECU Services are offered. You are responsible for regularly reviewing these terms and conditions and additional terms where applicable. Your continued use of the MECU Services and Site constitutes your agreement to all such terms, conditions, and notices.

Right to Withdraw Consent. You may terminate this Agreement at any time by contacting us (see "Contact Information" below). There are no fees for requesting to withdraw your consent for E-Statements and E-Disclosures and going back to receipt of paper statements. You may also select "Cancel Service" in the e-Statement system to cancel via an electronic method. Please cancel prior to the last day of the month to receive a paper statement for that month's financial business.

Change in Terms. Notice(s) of an increase in fees or charges, stricter dollar limits or frequency of transfers permitted will be delivered to you in written form. Prior notice need not be given if an immediate change in terms or conditions is necessary to maintain or restore the security of an account or an EFT system. Example: the Credit Union determines that a security risk exists and must restrict a member's ATM access to his or her account(s).

Change of Internet Service Provider, E-mail Address, or Computer Equipment. An e-mail address is required for this Service or for Services. If you change your e-mail address, computer equipment or Internet Service Provider (ISP) used to access or receive electronic records, you agree to notify us of the new ISP and/or address, e-mail address and/or equipment you will be using. If we change the hardware or software to communicate electronically with you and our change materially affects your ability to access or receive communications electronically, we will notify you of the changes by e-mail and provide you with a statement of your right to withdraw consent.

VISA® Debit Card Information. (Non-Visa Debit Transactions on Visa Branded Cards)

In the past most transactions have been processed as Visa Check Card transactions unless you entered a PIN. In the future if you do not enter a PIN, transactions may be processed as either a Visa Check Card transaction or a transaction on the PULSE network. Merchants must provide you with a clear way of choosing to make a Visa Check Card transaction if they support this option. Please be advised that should you choose to use PULSE when making a transaction without a

PIN, different terms may apply. Certain protections and rights applicable only to Visa Check Card transactions as described in your Cardholder Agreement will not apply to transactions processed on the PULSE network. Please refer to sections 1 and 6 of your Cardholder Agreement for the Visa terms and conditions.

System Requirements. The minimum requirements to view your account statements electronically are 32 MB of RAM, 133 MHz processor, Internet Explorer 5.5 or higher with 128 bit encryption; or the ability to store (save) your E-Statement/Disclosures electronically to your computer. A printer is required for you to print your E-Statement/Disclosures.

Non-Commercial Use Limitation. The MECU Site is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from transfer, or sell any information, software, products or services, obtained from the MECU Site.

Third Party Sites. MECU's Site/Service(s) may contain links to third parties. These linked sites are not under the control of MECU and MECU is not responsible for the contents of any linked site, including without limitation any link contained in the linked site, or any changes or updates to a linked site.

Copyright and Trademark Notices. All contents of the Municipal Employees Credit Union of Oklahoma City (MECU) website are copyrighted; and all rights are reserved.

Binding Agreement. Each person (signer) who completes the online Application and/or enters their PIN (personal Identification Number) or signs the Application agrees to be bound by the terms and conditions of this Agreement. If more than one person signs the Application, enters their PIN, or completes the online Application all signers are jointly and severally liable. The Credit Union can waive or delay enforcement of its rights as to one signer without affecting its ability to enforce its rights as to any other signers. By signing the Agreement, and/or accessing the site, you agree to be bound by the terms and conditions of the Agreement.

Governing Law. This Agreement, including the validity of any signatures or consents, any claim, or disputes arising hereunder shall be construed in accordance with and governed by the Laws of the State of Oklahoma.

Contact Information. You may contact MECU by writing to us at 101 N. Walker Ave., Oklahoma City, OK 73102; by calling our Member Services Center at 1 (405) 813-5500; or by emailing us at service@mecuokc.org. In the event of an unauthorized transaction of lost or stolen password please contact MECU immediately.

Acknowledgment. I have read and agree to the terms and conditions stated above. I understand that by completing the enrollment form I will stop receiving my paper statements and notices. If required to do so, clicking the appropriate link or box evidences my acceptance.