

MISSION FEDERAL CREDIT UNION AGREEMENTS AND DISCLOSURES

My Mortgage Online Access Agreement and Disclosure

The terms and conditions of this Agreement shall apply to and govern your electronic access and use of all Mission Federal Credit Union (“Mission Fed”) (“Service” or “Services”) currently offered or that may be offered in the future. In this Agreement, the words “Credit Union” “Branches” “us” “we” “our” “MFCU” or “Mission Fed” means Mission Federal Credit Union and all agents, independent contractors, designees, or assignees of Mission Fed. The words “you,” “your,” “signer,” and “owner” refer to you the member(s)/owner(s)/signer(s), as well as anyone you permit to access your account(s). The word “Services” refers to use of My Mortgage online services. All agreements, disclosures, rules and regulations applicable to your account, including other agreements you have with Mission Fed, now or in the future, remain in effect and are made a part of this Agreement by reference unless specifically modified.

1. **ACKNOWLEDGMENT** – You agree that by using the Services, or allowing another to access your account(s) via the Services, that you have received a copy of, and agree to be bound by the Mission Fed Account Agreements and Disclosures, Truth in Savings Act Disclosure, Checking Account Disclosure, all applicable loan disclosures, Online Banking Agreements and Disclosures and these Agreements and Disclosures. These Agreements and Disclosures constitute the agreement between you and us related to the Services and supplement any other agreement or disclosure related to any of your accounts. In the event of a conflict between these Agreements and Disclosures and any other agreement or disclosure related to any of your Accounts, any statement by our employees or agents, or any representation or statement relating to the Services, these Agreements and Disclosures shall control. If any part of these Agreements and Disclosures are deemed invalid, the remainder will remain in full force and effect. Mission Fed reserves the right to amend, modify, revoke, or cancel the Services and the terms of these Agreements and Disclosures in accordance with applicable law. By using the Services after the effective date of any change or amendment, you agree to that change or amendment. You may not assign these Agreements and Disclosures, or any of your rights or responsibilities under these Agreements and Disclosures, to any other party. We may assign these Agreements and Disclosures, and any or all of our rights and/or responsibilities under these Agreements and Disclosures, or delegate any or all of such rights and responsibilities, to any third party or parties.
2. **USER IDENTIFICATION** – To access Services, you must use your username and password.
3. **PASSWORD** – A password is required to access Services in conjunction with your Loan ID or User ID. To help safeguard your password, you should change it frequently. Your password can be used to access money and information about your accounts; you are responsible for keeping your password and account data confidential. You agree you will not provide or give access to your password to any person not authorized to transact on your account(s). Disclosing your password constitutes authorization for use by others and you agree to be liable for their actions.
4. **CHALLENGE QUESTIONS** – In addition to using your username and password to confirm your identity, Mission Fed utilizes additional security measures to authenticate your identity. You will be required to select challenge questions from a list provided when you first login to Online Banking, as well as provide answers to each of those questions. When providing answers to the challenge questions, please remember that you will need to provide the exact answer in the same format if that question is presented for identity confirmation. You will be asked challenge questions when the Service deems additional authentication is needed for account access. You should safeguard your challenge question answers in the same manner as your password. Select Services also feature enhanced security measures, such as Password Reset, which allows you to reset your password online should you forget it.

5. **FEES** – Certain fees may apply. Refer to the current Fee Schedule. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider. Mission Fed reserves the right to charge for Services. You will be given notice, in accordance with applicable law, before Mission Fed implements fees related to the Services.
6. **CANCELLATION OF SERVICES** – You may cancel Services by writing to Mission Fed, Contact Center, P.O. Box 919023, San Diego, CA 92191 or telephoning us at 858.524.2850 ext. 2040 or 800.500.6328 ext. 2040 or by visiting any branch. Please note that it takes up to 10 (ten) business days to process a cancellation request. Termination will not affect your liability or obligations under these Agreements and Disclosures for transactions already processed on your behalf. We may terminate your use of the Services, in whole or in part, for any reason at any time without prior notice. Your access may, for example, be terminated if any of your accounts are closed or access to any of your accounts is restricted, for any reason.
7. **LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS** – Where Mission Fed does not complete a transaction on time or in the correct amount according to our agreement with you, we may be liable for your losses and damages; however, there are some exceptions. We will not be liable for incomplete transactions under the following circumstances, including, but not limited to: through no fault of Mission Fed you do not have available funds in your account to make the transfer; where the funds in your account are subject to legal process, dispute, or other encumbrance restricting the transfer; where the account is subject to a pledge or security agreement; if there is a malfunction in a Service system or your communication with a Service; where any loan on your account is delinquent; and, where circumstances beyond Mission Fed’s control, for example, fire, flood, or power failure prevent transaction completion. Reg D account transfer limitations apply. Refer to the Truth in Savings Act Disclosure.
8. **LIMITATION OF LIABILITY** – Except as otherwise provided in these Agreements and Disclosures or by law, you hereby expressly release and discharge us so that we are not responsible for any loss, injury, or damage, whether direct, indirect, special, or consequential, economic or otherwise, caused by the Services or your use of the Services. We are not responsible for any products or services relating to your access device, other than those specified in these Agreements and Disclosures. Without limiting the generality of the foregoing, we are not responsible for any loss, damage or injury resulting from (a) an interruption in electrical power, telephone or Internet service; (b) the disconnection of your telephone or Internet service by your service provider (c) deficiencies in communication quality; or (d) any defect or malfunction of equipment you use to access Services.
9. **NOTICE OF YOUR RIGHTS AND LIABILITIES** – Notify us immediately if you believe your password has been lost or stolen. Telephoning us is the best way to keep potential losses to a minimum. If you believe your password has been lost or stolen or that someone has transferred or may transfer money from any of your accounts without your permission, contact us by telephone at 858.524.2850 or 800.500.6328, in writing to Mission Fed, Contact Center, P.O. Box 919023, San Diego, CA 92191, or visiting any branch. If you tell us within two (2) Business Days after you discover that your password has been lost or stolen, you can lose no more than \$50 if someone used your password without your permission. If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows payments or transfers that you did not make or authorize, contact us immediately. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (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 hospital stay) prevented you from telling us, we may extend the time periods.
10. **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES** – We will disclose information to third parties about any of your accounts or the payments or transfers you make: if we return checks on your account drawn on non-sufficient funds or if we are unable to complete an

electronic transfer because of non-sufficient funds; where it is necessary for completing a transfers; in order to verify the existence and condition of any of your accounts for a third party, such as a credit bureau or merchant; in order to comply with a government agency or court orders; in accordance with our privacy policy; or, if you give us your written permission.

11. **DATA RECORDING** – When you use the Service, information you enter to conduct transactions, account inquiries or other information may be recorded. By using the Service, you consent to such recording. We may also monitor and/or record your calls to and from our member service representatives for training purposes or to assure service quality and you consent to such monitoring and recording.
12. **VALID AND CURRENT EMAIL ADDRESS, NOTIFICATIONS AND UPDATES** – Your current valid email address is required in order for you to utilize the Service. You agree to keep Mission Fed informed of any changes in your email address. If you have multiple real estate loans with Mission Fed, you are required to update your e-mail address for each account.
13. **HARDWARE, SOFTWARE AND OPERATING SYSTEM** – You are responsible for installation, maintenance, and operation of devices used to access the Service. Mission Fed is not responsible for errors, failures, or malfunctions of any device used, or attempted to use, for account access. Mission Fed is also not responsible for viruses or related problems associated with use of any online system. Statements, notices, tax forms and most disclosures will be available in a PDF file format on Online Banking; you will need Adobe® Reader® or another PDF viewer to view the forms and access to a printer to print the forms or have sufficient hard-drive space on your computer to download, store, and view the information. A copy of these Agreements and Disclosures is available at <https://www.missionfed.com/disclosures>. Adobe® Reader® may be downloaded at the time of document retrieval from the Adobe website at <http://www.adobe.com>. By affirmatively consenting, you confirm that you have access to the necessary hardware and software.