

# MISSION FEDERAL CREDIT UNION AGREEMENTS AND DISCLOSURES

## Electronic Delivery and Signature Agreements and Disclosures

The terms and conditions of this Agreement shall apply to and govern the electronic delivery of Mission Federal Credit Union's periodic statements, credit card statements, notices and disclosures. In this Agreement, the words "Credit Union," "Branches," "us," "we," "our," "MFCU," or "Mission Fed" means Mission Federal Credit Union. 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 words "eStatement", "statement" or "electronic statement" refers to the electronic version of your periodic Mission Fed account statements and credit card statements, if applicable. The words "eNotice" or "notices" refers to the electronic version of notices, disclosures and communications related to your account. The words "eSignature" or "signature" refers to your electronic signature on any agreement or transaction. "Electronic Communications" includes, but is not limited to, any and all current and future notices and disclosures that we provide to you electronically, as well as documents, statements, data, records and all other communications regarding your relationship with Mission Fed. 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. CONSENT TO ELECTRONIC DELIVERY** – You specifically agree to receive electronically your periodic Mission Fed account statement, credit card loan statement, notices, and any other disclosures or communications regarding your relationship with Mission Fed. You may still receive correspondence and notices via postal service. When statements, notices and/or disclosures are available, you will receive an e-mail message, along with instructions on how to access them. Notice to any account owner will be considered notice to all account owners. Any owner of this Mission Fed account has the right to establish an eStatement service for an account.
- 2. ACCESS** – Use of the Mission Fed Online Banking Service is required to access your statements, notices and disclosures. You agree not to give or make available to unauthorized individuals your password or other means of access to your account or account records. If you permit other persons access to your account information, you may be responsible for any transactions they conduct on your account(s). If you believe that your password or other means to access your account has been lost or stolen, or that someone may attempt to use your account information without your consent or has transferred money without your permission, you must notify Mission Fed at once by calling 858.524.2850 or 800.500.6328 during normal business hours.
- 3. WITHDRAWAL OF CONSENT** – Electronic delivery of your statements, notices and disclosures is available for all account types. You have the right, upon 10-day notice, to withdraw this consent for electronic delivery of your account statements, notices and disclosures and again receive them by mail in paper form. This action may result in the assessment of fees on certain accounts. Refer to the current Consumer Fee Schedule. You may withdraw your consent by secure mail through Mission Fed Online Banking, by written and signed request sent to Mission Federal Credit Union, P.O. Box 919023 San Diego, CA 92191, or by telephone at 858-524.2850 or 800.500.6328.
- 4. PAPER VERSION OF ELECTRONIC COMMUNICATIONS** – Mission Fed provides a history of your statements online for your access. Not all notices are currently available in electronic format and you may receive a notice by mail at the address on file for your account. You may request a paper copy of any eNotice sent to you within 90 days or a paper copy of your account statement by contacting us by telephone at 858.524.2850 or 800.500.6328, secure mail through Mission Fed Online Banking or visiting any branch. There is a fee for each copy requested. Refer to current Consumer Fee Schedule.
- 5. HARDWARE, SOFTWARE AND OPERATING SYSTEM** – You must have a device capable of supporting the current version of one of the following Internet browsers: Internet Explorer<sup>®</sup>, FireFox<sup>®</sup> or Safari<sup>®</sup>. You are responsible for installation, maintenance, and operation of devices used to access Mission Fed Services. Mission Fed is not responsible for errors or failures from any malfunction 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 disclosures will be available in a PDF file format; you will need Adobe<sup>®</sup> Reader<sup>®</sup> or another PDF viewer is required to view the statements, notices, and disclosures and access to a printer to print the documents. Adobe<sup>®</sup> Reader<sup>®</sup> may be downloaded at the time of retrieval.
- 6. VALID AND CURRENT EMAIL ADDRESS, NOTIFICATIONS AND UPDATES** – Your current valid email address is required in order for you to obtain Mission Fed Online Banking Services. You agree to keep Mission Fed informed of any changes to your email address. You may modify your email address by accessing the "Member Services" tab within Mission Fed Online Banking, and going to the "Contact Info" section. If you have multiple accounts at Mission Fed, you are required to update your e-mail address for each account. Mission Fed may notify you through email when updated disclosures and agreements are available. It is your responsibility to use Mission Fed Online Banking regularly to check for Electronic Communications.
- 7. ELECTRONIC SIGNATURE AGREEMENT** – By selecting "I Accept", "I Agree", "Continue", "Next" or other acknowledgement of your consent on any agreement, disclosure or transaction, you are electronically signing (your "eSignature") the agreement or transaction. Your eSignature has the full force and effect as if signed by you in writing and is the legal equivalent of your physical signature. You also agree that no certification authority or other third party verification is necessary to validate your eSignature, and that the lack of such certification or third party verification will not in any way affect the enforceability of your e-Signature or any resulting agreements or transactions between you and Mission Fed.