

# Municipal Credit Union Online and Mobile Banking Agreement

Please read this MCU Online and Mobile Banking Agreement carefully and print or save a copy for your reference. You may refer back to this document by accessing within the website at [www.nymcu.org/disclosures](http://www.nymcu.org/disclosures).

Thank you for your membership. This MCU Online and Mobile Banking Agreement ("Agreement") states the terms and conditions governing the use of Municipal Credit Union's Online and Mobile Banking Services offered through Municipal Credit Union's digital channels and made available through Municipal Credit Union's banking website and/or mobile application(s). This Agreement is between Municipal Credit Union, the financial institution providing the digital banking services ("we," "us," "our," "Credit Union," or "MCU"), each member of MCU and all joint owners and authorized signers on the account at MCU (collectively, you, your or yours). Both you and MCU will be bound by this Agreement. If there is a conflict between this Agreement and something communicated – whether orally or in writing - by our personnel or our Service Providers, this Agreement controls. If we approve your request to use our Online and Mobile Banking Services, you agree to abide by the terms and conditions of this Agreement.

## RELATIONSHIP TO OTHER MUNICIPAL CREDIT UNION ACCOUNT AGREEMENTS

This Agreement represents our complete agreement with you relating to our provision of MCU Online and Mobile Banking services, but does not replace or terminate any other agreements, terms, conditions, disclosures and fee schedules provided to you separately for your accounts, which continue to govern your accounts. This Agreement is also supplemented by Addendums that contain additional disclosures, terms and conditions for specific Online and Mobile Banking Services, which Addendums form part of this Agreement for purposes of such Online and Mobile Services. No other statement, oral or written, including language contained in our website, unless otherwise noted, is part of this Agreement.

If there is any conflict between the provisions of this Agreement and any Addendum, the terms of the Addendum will apply solely with respect to the applicable Online and Mobile Banking Services.

## ONLINE LOCATIONS FOR CERTAIN REFERENCED DOCUMENTS

The following internet address [www.nymcu.org/disclosures](http://www.nymcu.org/disclosures) may be used to access certain documents referenced in this Agreement.

- Bill Pay Addendum
- Mobile Deposit Agreement
- Online and Mobile Banking Agreement
- Account Agreement
- Privacy Policy

## GENERAL ONLINE AND MOBILE BANKING DEFINITIONS IN THIS AGREEMENT

Account(s) means the deposit and credit accounts that you have with us under the same root account number used to apply for MCU Online and Mobile Banking.

Account Access means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.

Addendum refers to agreements, disclosures and additional terms and conditions applicable to specific Online and Mobile Banking Services. Addendums form part of this Agreement.

Bill Pay is an electronic service where you can authorize and schedule payments to payees you designate. (See Addendum Bill Pay Agreement for additional terms and conditions)

Business Day means Monday through Friday, except federal banking holidays.

Electronic means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

Fingerprint ID refers to technology that uses a fingerprint recognition feature that may be used to authenticate your identity for access to Online and Mobile Banking Services.

Mobile Deposits refer to deposits using “Remote Deposit Capture” or “RDC”. RDC allows you to make check deposits using your mobile or digital devices with our Mobile App or make check deposits by scanning and uploading the check image through your computer in Online Banking. (See Addendum Mobile Deposit Agreement (Remote Deposit Capture) for additional terms and conditions)

Online and Mobile Banking means electronic access to your accounts and related select services within our online banking portal or mobile banking application (“Mobile App”) through an internet enabled computer or mobile device, as applicable. The Mobile App can be downloaded directly from the iTunes App store, the Google Play Store and/or via a link we provide you.

Password means the confidential alphabetical and/or numerical code selected by you for identification purposes in connection with the use of MCU Online and Mobile Banking.

Service Provider refers to third party licensors of software and/or systems used to provide Online and Mobile Banking Services and service providers we contract with to provide certain services such as Bill pay, Mobile Deposits, and Account Aggregation services.

Transfer means any electronic banking transaction, including a deposit, withdrawal or payment made electronically.

## **MCU ONLINE AND MOBILE BANKING SERVICES OFFERED AND COVERED IN THIS AGREEMENT**

Upon registration for MCU Online and Mobile Banking, you will have access to the Online and Mobile Banking services, including all content, information, communications, features, products and services.

MCU Online and Mobile Banking allows you to:

- view Account balances
- review recent transactions
- transfer money between certain accounts
- transfer money to pay balances on certain credit accounts with us
- subscribe to bill payment services
- sign up to receive e-statements (in place of paper periodic account statements)
- request copies of documents
- order checks for your checking Account
- open certain types of deposit accounts
- communicate with us via e-mail
- request stop payments on checking Account checks
- apply for and obtain certain types of loans or credit products
- view current loan and savings rates
- update your e-mail or home and mailing address
- locate a branch or ATM

- set up account alerts for certain account conditions such as when your balance falls below a certain amount.

Online and Mobile Banking menus will include any additional services available, or services made available in the future, along with additional information about the services offered as necessary.

These activities are limited to the extent noted below and in the agreements or disclosures governing your various accounts. You should refer to these agreements or disclosures for restrictions and service charges, if any. You may also be required to enter into separate agreements that supplement this MCU Online and Mobile Banking Agreement when you elect to receive certain products and services.

The terms and conditions of the MCU Online and Mobile Banking Agreement will apply to these products and services except to the extent specifically amended by the terms of these separate supplemental agreements.

We may modify, suspend, or terminate access to MCU Online and Mobile Banking at any time and for any reason without notice or refund of fees you may have paid.

## **SETUP AND USE OF MCU ONLINE AND MOBILE BANKING**

### **Eligibility:**

In order to activate MCU Online and Mobile Banking, you must be a member in good standing with MCU and have at least one account with us. You must keep the Password you selected as part of the online enrollment process in a secure location. You will be responsible for any unauthorized use of your Password. Any person having access to your User I.D. (Username) and Password will be able to access MCU Online and Mobile Banking and perform all transactions, including reviewing Account information and making transfers to other accounts and to other persons.

### **Joint Accounts:**

Each joint account owner is bound by all the terms and conditions of this Agreement. Each joint account owner agrees that he/she is jointly and severally liable for all charges and other responsibilities which may arise under this Agreement. Unless we are otherwise notified, in writing, by all owners of an account, each joint owner has full and independent authority to exercise control over and to conduct transactions on MCU Online and Mobile Banking, as fully as if he/she were a sole owner, and without the consent of or notice to any other joint owner. Such powers include, without limitation, the authority to: (a) transfer funds, including funds payable solely or jointly to another joint owner; (b) order the payment or transfer of funds through any designated account; (c) pledge all or any part of the funds in any Account as security for debts to us whether individual, joint, or of a non-owner; (d) receive notices, confirmations, statements, demands and other communications concerning this Agreement, MCU Online and Mobile Banking or any Account; (e) terminate, modify or waive any provision of this Agreement to the extent permitted herein; (f) enter into other agreements concerning any of the foregoing matters or otherwise relating to any joint account with us; and (g) terminate MCU Online and Mobile Banking services.

**Access to All Existing and Future Accounts:** With MCU Online and Mobile Banking, you will have access to all existing and future accounts on which you are the owner or joint owner. Subject to the terms herein, MCU Online and Mobile Banking is generally accessible 24 hours a day, seven days a week, except that MCU Online and Mobile Banking may be inaccessible for any scheduled or unscheduled interruptions in the Service for maintenance, security, or other reasons.

**Cut-Off Times:**

Cut-off times for same day processing depend on the particular Online and Mobile Banking Service used. More information on cut-off time may be made available on or through the applicable Online and Mobile Banking Service.

**Requirements and Limitation of Use:**

- Funds transfers using any of our Online and Mobile Banking Services including Bill Pay, Person to Person Transfers and Electronic Funds Transfers must be sent to a payee located within the United States and U.S territories.
- Funds transfers using any of our Online and Mobile Banking Services are subject to restrictions and policies defined in your Account Agreement, including but not limited to: internet gambling prohibition, maintaining adequate funds in your available balance to cover your transactions, and any and all other terms and conditions governing your account(s) with us.
- Transfers made using Online and Mobile Banking Services are included in the calculation of the maximum number of permissible transfers to third parties from Savings and Money Market accounts (no more than six (6) transfers in a statement period), as described in your Account Agreement.
- You may not use any of our Online and Mobile Banking Services if you know or are informed that the service is malfunctioning or not operating.
- You are responsible for ensuring you have funds available for all payments you authorize.
- If you do not use our Online and Mobile Banking Services for more than 6 consecutive months, we may disable access to your accounts online. You may reactivate the Online and Mobile Banking Services by contacting us. You may be required complete the registration process again.
- You may also contact us to cancel, restrict or disable access to Online and Mobile Banking Services, understanding that these actions will apply to Online Banking and Mobile Banking access to accounts for all Online and Mobile Banking Services and transactions.
- Additional limitations for specific services such as Funds Transfers, Bill Payments, Member to Member Transfers and Mobile Deposits may be defined elsewhere in this Agreement or the applicable Addendums, or at the time of your online transaction.
- We may suspend your access to any or all of the Online and Mobile Banking Services at our discretion and without advance notice to you. Without limiting the above, we may suspend access at any time without notice to you if for example, we suspect fraudulent activity may be occurring or has occurred; if you may have violated or may be in violation of any law or regulation, this Agreement or any Addendum; you are in violation of MCU's Member Code of Conduct Policy; or suspension may be reasonable or necessary in order to protect MCU or our Service Providers from harm or compromise of integrity, security, reputation, or operations.

**Account Notifications:**

MCU offers both security notifications and optional notifications you can set up for information about your account and transactions (e.g., balances, last transactions, low balance and other information about your transactions or account status). Optional account notifications that you select are generally processed within one (1) business day after receipt of your selection, and timing may depend on the type of alert selected and your timing preference. Certain optional Mobile App notifications can be set within the Mobile App. Security notifications are provided for your protection when certain changes are made such as password and user ID updates, changes to your contact information or the addition of a new Bill Pay payee. Information for both security notifications and optional notifications will be delivered to you based on your choice to receive either text (SMS) messages, Mobile App push, or email messages for notifications. In order to receive notifications via text message, your mobile device must be subscribed to a wireless service, and you must be able to receive text messages using your mobile device and your carrier's service. PLEASE NOTE: Depending on your wireless service plan, message and data rates may apply.

By signing up to receive optional account notifications, you consent to delivery of such messages in the format you selected (such as text, Mobile App push notification, or email message). By signing up to receive text messages, you consent to receive SMS notifications and/or text messages from or on behalf of MCU to the mobile phone number you have provided. These SMS notifications, Mobile App push notifications and/or text messages will be solely in connection with information regarding your account and/or transactions. For additional information

about consent to receive communications, please refer to your Account Agreement, "YOUR CONSENT TO RECEIVE CALLS AND TEXT MESSAGES".

For both security notifications and optional notifications, you are responsible for notifying us of any changes to the email or mobile device to which messages are sent. Your full account number will not be included in these types of messages. However, the information may contain our name and information about your accounts. Anyone with access to your email or mobile device may be able to view the contents of the message. It is your responsibility to secure your mobile device and your email account and to protect your user ID and password. Account notifications are an informational tool only, and may not reflect real time information or pending transactions. You should not rely solely on these notifications for managing your account or informing you of your account status. You agree that we will not be liable for any delays, failure to deliver or for any errors in content or for any actions taken or not taken by you or any third party in reliance on an account alert. If you require additional details about a transaction or the status of your account, you should sign on to Online Banking or Mobile Banking or contact us as described in the Contact Information section of this Agreement.

You may also receive certain notifications for specific transactions that take place with respect to your account that you do not initiate, such as Internal Transfers posted to or from your account.

### **Biometric Login:**

Mobile Banking supports authentication using Face recognition ID or Fingerprint ID to login, depending on your device's capability. Once authenticated, you can choose to log into the Mobile App using Face ID or Fingerprint ID in lieu of entering your user ID and password. If your mobile device offers this functionality, you may enable it directly through your mobile device settings.

**IMPORTANT:** Please remember once you enable fingerprint or face authentication for Mobile Banking, anyone with a fingerprint or face stored on your device will have access to your account. You can turn off this feature in your mobile device settings at any time.

### **Fees:**

There may be fees or charges associated with the use of a specific service to which you may subscribe through MCU Online and Mobile Banking. You will be required to enter into a separate Supplemental Agreement for this service and will be notified of any such fees or charges in the Supplemental Agreement for such service.

You should note that depending on how you access MCU Online and Mobile Banking, you may incur other charges. These include charges for:

- telecommunications charges
- third-party Internet service provider fees.

MCU reserves the right to institute or change the fees for MCU Online and Mobile Banking or related services at any time. You will receive notice of changes as required by applicable law.

### **RESPONSIBILITIES OF THE MEMBER**

By using any of our Online and Mobile Banking Services, you are representing to MCU and our Service Providers engaged to offer these services, that you are the account owner or have authority to act on behalf of the owner. You are responsible for all transactions through your user ID, biometric login, or other access device, and for any transactions that you authorize. This includes payments or transactions you authorize in error or that a third party who has access to your account authorizes, such as an unintended payment or a payment for the wrong amount. You will be responsible for any losses, charges, fees or penalties incurred as a result, and for attempts to recoup any lost funds directly with the payee if you choose to do so.

You are also responsible for providing and maintaining correct information for all payees you establish for Bill Pay or any other transfers. If you authorize a payment and provided incorrect payee information, you will be liable for any losses or charges related to the payment, and if you choose, for attempts to recoup any lost funds directly with the payee.

You must have sufficient funds in your available balance (where applicable, includes Overdraft Protection, linked line of credit or savings account) to cover payments you request.

### **Periodic Statements and Reporting Errors or Suspected Unauthorized Use**

Periodic account statements will be provided at a minimum, quarterly and as otherwise required by law (for example, monthly for checking accounts). You agree to review your statement promptly and report any errors or suspected unauthorized transactions as soon as discovered. If you believe that someone may have obtained your access credentials (e.g., user ID and/or password) or may have transferred or may transfer money from or to your account without your permission, contact us as soon as possible, preferably by phone. For further information on error reporting and liability for unauthorized transactions or errors, see your Member Account Agreement

### **Authorized Use of Services by Other Persons:**

You are responsible for keeping your Password and account data confidential. We are entitled to act on transaction instructions received using your User I.D. (Username) and Password and you agree that the use of your User I.D. (Username) and Password will have the same effect as your signature authorizing the transaction(s). If you enable Face recognition ID or Fingerprint ID, this authorizes anyone with a fingerprint or face stored in your device to make transactions on your account using your Username and Password. If you authorize other persons to use your User I.D. (Username) and Password in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing by mail addressed to Municipal Credit Union, 22 Cortlandt Street, New York, NY 10007, Attention: Home Banking Department, or by e-mail addressed to: [ebranch@nymcu.org](mailto:ebranch@nymcu.org) that you have revoked the authorization and wish to change your Password; and you are responsible for any transactions made by such person until you notify us that transfers by that person "or instructions regarding your account(s)" are no longer authorized and we have a reasonable opportunity to act upon the change of your Password.

### **Reporting Unauthorized Transactions:**

You should notify us immediately if you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission. To notify us call (844) 628-6969, write to us at: Municipal Credit Union, 22 Cortlandt Street, New York, NY 10007, Attention: Digital Solutions Department, or e-mail us at: [ebranch@nymcu.org](mailto:ebranch@nymcu.org). You may contact us 24 hours a day 7 days a week at (844)628-6969 to report unauthorized transactions using your debit card.

### **Member Liability for Unauthorized Transactions:**

NOTE: Federal law requires that if you believe your Password has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Password without your permission.

Please tell us AT ONCE if you believe your Password has been lost or stolen. Telephoning us at (844)628-6969 or e-mailing us at [ebranch@nymcu.org](mailto:ebranch@nymcu.org) are the best ways of keeping your possible losses down. If you do not notify us promptly, it is possible that you could lose all the money in your Account plus your maximum overdraft line of credit. If you tell us within two (2) 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 (2) 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 if you had told us, 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 after the FIRST statement showing such a transfer was mailed to you, you may not get back any money you lost

after the 60 days, if we could have stopped someone from taking the money if you had told us in time. Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your account statement upon receipt. If you find that your records and ours disagree, you must call us at (844)628-6969 immediately or email us at: [ebranch@nymcu.org](mailto:ebranch@nymcu.org).

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend these time periods.

### **Resolving Errors or Problems.**

If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, contact us by telephone at (844)628-6969, contact us electronically by e-mailing us at: [ebranch@nymcu.org](mailto:ebranch@nymcu.org) or write us at Municipal Credit Union, 22 Cortlandt Street, New York, NY 10007, Attention: Home Banking Department, as soon as you can.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. When you contact us, our representative will need to know the following information:

- (1) your name and account number;
- (2) a description of the error or the transfer you are unsure about, and an explanation of why you believe it is an error or why you need more information;
- (3) 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 ten (10) business days.

We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have 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 (within thirty (30) days of the first deposit being made), 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 (3) 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.

## **CREDIT UNION'S RESPONSIBILITIES**

### **Our Responsibility for Processing Transactions:**

If we do not complete a transfer to or from your account or cancel a transfer as properly requested on time or in the correct amount according to our agreement with you, we are liable for your losses or damages.

### **Limitations of Our Responsibility for Processing Transactions:**

MCU will not be liable for failures to process transactions:

- (a) if, through no fault of ours, you do not have enough money in your account to make the transfer;
- (b) if the transfer would go over the credit limit on your overdraft line;

- (c) if the funds in your account were attached or the transfer cannot be made because of legal restrictions affecting your account;
- (d) if the systems were not working properly and you knew about the breakdown when you started the transfer;
- (e) if circumstances beyond our control such as interruption of telephone service or telecommunication facilities, or natural disaster (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- (f) if you have not properly followed the instructions for using MCU Online and Mobile Banking;
- (g) if your operating system or software was not properly installed or functioning properly;
  
- (h) if you or we terminate this Agreement; or
- (i) there may be other exceptions stated in our agreements with you.

Our sole responsibility for an error in a transfer will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages. In states which do not allow the exclusion of or limitation of liability for indirect, special incidental or consequential damages, our liability is limited to the extent permitted by applicable law.

#### **Things for Which We Will Not Be Responsible and Further Limitations on Our Liability:**

We will not be responsible for the following matters, or for errors or failures of MCU Online and Mobile Banking resulting from:

##### **Access:**

We will not be liable under this Agreement for failure to provide access or for interruptions in access to MCU Online and Mobile Banking due to a system failure or due to other unforeseen acts or circumstances.

##### **Your Computer Equipment and Your Software:**

We will not be responsible for any errors or failures from any malfunctions of your computer or any computer virus or other problems related to your computer equipment used with MCU Online and Mobile Banking.

We will not be responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Microsoft Internet Explorer®, or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with MCU Online and Mobile Banking.

#### **WARRANTY AND SOFTWARE LIMITATIONS**

##### **Warranties of Fitness and Merchantability:**

NEITHER WE, NOR ANY OF OUR THIRD-PARTY SERVICE PROVIDERS, NOR ANY SOFTWARE SUPPLIER, NOR ANY INFORMATION PROVIDER, MAKE ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE SOFTWARE, EQUIPMENT, BROWSER OR OTHER SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

##### **Computer-related Warranties:**

Neither we, nor any of our third-party service providers, nor any software supplier, nor any information provider, represents and warrants to you that the MCU Online and Mobile Banking software is free from any defects,



computer virus or other software-related problems. In the event of such defects or computer virus caused by MCU Online and Mobile Banking software, our sole responsibility shall be limited to the replacement or the reasonable cost of replacement of the software we provided in connection with MCU Online and Mobile Banking. We will not be liable for any indirect, special, consequential, economic or other damages. In states which do not allow the exclusion of or limitation of liability for indirect, special, incidental or consequential damages, our liability is limited to the extent permitted by applicable law.

## **CONSUMER PRIVACY AND CONFIDENTIALITY**

Maintaining the confidentiality and privacy of the information provided by our members is one of our highest priorities. You should carefully review our privacy policy as stated on our website at <https://www.nymcu.org/privacy>.

### **Sharing Your Personal Information with Others:**

We recognize the importance of protecting the confidentiality of our members' personal information. Personal information includes all of the personally identifying information that you provide us in connection with your Account and your use of MCU Online and Mobile Banking, including your name, mailing address, e-mail address, Social Security Number, your income and financial information, your account balance and payment history, and your credit history and credit score. We may disclose personal information about you to third parties in certain instances:

- (1) If we have entered into an agreement with another party to provide any MCU Online and Mobile Banking services. In this case, we will provide that party with information about your Account, your Transfers, and your communications with us in order to process your transactions and maintain your account, among other business purposes permitted by law;
- (2) If it is necessary for completing Transfers or otherwise carrying out your instructions;
- (3) If it is necessary to verify the existence and conditions of an Account for a third party;
- (4) In order to comply with applicable laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give the information to any government agency or official having legal authority to request such information;
- (5) In order to provide you with information about products and services that we believe will be interesting to you;
- (6) If you otherwise give us your specific permission.

### **Your Use of Third Party Software:**

If you use and authorize third party software such as Quicken, Turbo Tax or other account management software to access information for your MCU accounts, we are not responsible for data, reports or any other information produced by such software.

### **Links to Third Party Websites:**

Links to non-MCU websites are provided solely as pointers to information on topics that may be useful. Please review the Third Party Website section of our Online Privacy Policy for additional information, available as described in the PRIVACY POLICY section above.

## **TERMINATION**

MCU Online and Mobile Banking remains in effect until terminated by you or us. You may cancel MCU Online and Mobile Banking at any time by notifying us of your intent to cancel in writing, via e-mail [at: ebranch@nymcu.org](mailto:ebranch@nymcu.org), or writing to us at Municipal Credit Union, 22 Cortlandt Street, New York, NY 10007, Attention: Home Banking Department. This cancellation applies only to MCU Online and Mobile Banking and does not terminate any other relationship that you may have with us.

We may terminate your participation in MCU Online and Mobile Banking for any reason, at any time. We will try to notify you in advance, but we are not obligated to do so.

## **CHANGES IN TERMS AND OTHER AMENDMENTS**

We may amend this Agreement. We may add, delete or amend terms, conditions and other provisions, fees, charges, or other terms described in this Agreement.

We will send you a notice to the postal address provided by you and/or send notice to your e-mail address, in the manner required by applicable law. Any changes to this Agreement will be posted on our website and will be provided to you when required by law. You are bound by such change if you use the service after the effective date of the notice.

## **OTHER PROVISIONS**

### **Electronic Notice:**

We may send notices to you by electronic mail (e-mail), if you have consented to our doing so as set forth in the Election and Authorization for Electronic Delivery appended to this Agreement. You may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. E-mail may not be a secure method of communication. Thus, we recommend that you do not send confidential personal or financial information by email. There may be times, when you need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a payment). In these cases, do not use e-mail. Instead members must call us at (844)628-6969, from 8:30 a.m. to 5:00 p.m., E.S.T., Monday through Friday, excluding holidays.

### **Ownership of Website:**

The content, information and offers on our website are copyrighted by Municipal Credit Union or other third party service providers and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.

### **Geographic Restrictions:**

The MCU Online and Mobile Banking services described in this Agreement and any application for consumer credit and deposit services available at our web site are solely offered to citizens and residents of the United States of America residing in the United States of America. Citizens and residents may not be able to access MCU Online and Mobile Banking outside of the United States of America.

### **Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of New York, without regard to conflict of law provisions. Any disputes regarding this agreement are subject to [the arbitration agreement]. Any litigation related to this Agreement will be commenced and conducted in a court of competent jurisdiction located in New York County, New York and both parties hereby submit to the exclusive personal jurisdiction of such courts.

## **CONTACT INFORMATION**

Unless specified in other sections, the following contact methods are available if you have any questions about this Agreement or need to contact us for matters related to Online and Mobile Banking Services.

- Phone: Our representatives are available to assist you by calling (844)628-6969, from 8:00 a.m. to 7:00 p.m., E.S.T., Monday through Friday, excluding federal banking holidays.
- Branches: Find a location near you and hours of availability by using our website Branches and ATM locator tool or Mobile App. Write us at: 22 Cortlandt Street, New York, NY 10007, Attention: Home Banking Department

## **MCU ONLINE AND MOBILE BANKING SERVICES AGREEMENT E-SIGN DISCLOSURE AND CONSENT**

By checking the “I Agree” box and the clicking the “Continue” button, or by selecting “Agree” on the mobile app, you consent to all the terms and conditions of this Agreement, which includes any supplemental terms and conditions in any Addendum applicable to specific Online and Mobile Banking Services. In addition, you are also consenting to the electronic delivery of disclosures, notices and other communication as described below. If you do not wish to receive these communications electronically, click on the browser back button and we will mail to the primary address on file for your member account any notices required by law to be in writing. **YOU UNDERSTAND THAT YOU WILL NOT BE ABLE TO REGISTER FOR ONLINE AND MOBILE BANKING SERVICES UNLESS YOU AGREE TO ELECTRONIC DELIVERY AS EXPLAINED BELOW.**

### **Retaining Copies of this Agreement**

We recommend you print and/or save for your records a copy of this Agreement, along with any other documents provided electronically.

### **Consent to Electronic Delivery of Disclosures, Notices and Statements:**

#### **Disclosures and Notices**

Certain laws require us to provide specific information to you in writing, which means you have a right to receive the information on paper. If you consent to receiving this information electronically by completing the registration process, you are consenting to the electronic delivery of the following:

1. This Agreement including all Addendums and any updates.
2. All disclosures, notices, tax forms and reports, or other communication regarding transactions you make through Online Banking, the Mobile App or through any MCU website.
3. This Agreement, including all Addendums and any updates.
4. All disclosures, notices or other communication regarding transactions you make through Online Banking, the Mobile App or through any MCU website.
5. Any other account related agreements and disclosures including but not limited to account opening disclosures, fee schedules, disclosures for services and any other disclosures or notices that may be required by various laws such as Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations.
6. Privacy Notice – the Notice and any changes will be posted on our websites.
7. Future changes to any of the referenced disclosures, agreements and notices

You agree that MCU does not need to provide you with additional paper (non-electronic) copies of any electronically delivered documents unless you specifically request them. Your consent does not prohibit MCU from providing any referenced documents in paper form.

### **Receiving Paper Copies:**

Even though you agree to receive electronic delivery of disclosures, notices and statements for your account(s), you have the right to receive a paper copy of documents required to be in written form upon request.

You may request a paper copy of this Authorization, the Agreement, or any other Communication, at no cost, by telephoning our Contact Center as (844)628-6969, writing us at Municipal Credit Union, 22 Cortlandt Street, New York, NY 10007, Attn: Home Banking Department or e-mail us at [ebranch@nymcu.org](mailto:ebranch@nymcu.org).

When you contact us for that purpose, please be sure to specify which document you are requesting. If your e-mail address changes, you can update your e-mail address at any time by clicking on the “Update” box which appears next to your e-mail address in the upper right corner of your MCU Online and Mobile Banking web page. We are not responsible for your failure to receive your disclosures and notices in a timely manner if you fail to keep us updated at all times with your most current e-mail address. If at any time you wish to withdraw your

consent to this Authorization to receive Communications electronically, you may do so by telephoning our Contact Center at (844)628-6969, writing us at Municipal Credit Union, 22 Cortlandt Street, New York, NY 10007, Attn: Home Banking Department or e-mailing us at ebranch@nymcu.org. Your withdrawal will become effective after we have received it and had a reasonable opportunity to act on it.

### **E-Statements:**

After you complete the authentication process for Online and Mobile Banking Services registration, you will be able to select the ESTATEMENT/NOTICES widget and select or change your preference to "SUBSCRIBE" or "UNSUBSCRIBE" for electronic delivery of your periodic statements. If you are subscribed, you will receive your account periodic statements electronically and the provisions of this E-Sign Disclosure and Consent section apply. If you are unsubscribed, you will receive your periodic account statements in paper form. You will have the ability to change the e-statement option at any time through Online Banking or the Mobile App.

### **Not in Scope for This Consent:**

The following are not included within the consent to electronic delivery under this Agreement:

- Credit Card and Mortgage Loan Disclosures and Notices: Electronic delivery of documents, statements and notices related to your credit card and loans are covered under a separate agreements.
- Default, repossession or other related notices.
- Notices We May Require from You: Your consent does not apply to any written notice or document we require from you.
- Other Communications: MCU will determine in its sole discretion when it is necessary to send you any communication in paper rather than electronically, including marketing communications about our products and services.

### **Hardware and Software Requirements:**

- Email - You will need an active e-mail account with functioning e-mail software.
- Statements - If you want to keep printed versions of your e-statements, they will be available in a downloadable PDF file format that you can view and print using Adobe® Acrobat® Reader or similar software. To save or print the PDF files, you need a computer or mobile device that meets Adobe's system requirements and is capable of printing and/or saving PDF files. If you need the latest version of Adobe Acrobat Reader, it's a free download from Adobe.
- Documents and screens
  - Computer - You will need an Internet-enabled computer capable of viewing HTML web pages that utilize basic JavaScript. Browsers are required to be updated to the current versions.
  - Mobile Device - Minimum browser requirements for each mobile platform are required to be updated to the current versions
- Security Level - Your computer or mobile device will need to support the current version of TLS (Transport Layer Security). If you do not maintain this level, access to Online and Mobile Banking Services may be restricted.
- Software Updates – We strongly recommend you use the most up-to-date versions of all software applications used to access Online and Mobile Banking Services. If your browser is not up-to-date, you may be prompted to install any updates before you can proceed with your banking session.
- Material Hardware or Software Requirement Changes - If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your electronic records, we will give you notice of our revised hardware and software requirements. Continuing to use Online Banking and Mobile Banking after receiving notice of the change is reaffirmation of your consent to use electronic records and to transact electronically.

To check the compatibility of your browser, click on the Browser Support link on the bottom of the log-in page.

### **Notifying us of a Change in Your E-mail Account:**

You are required to have an accessible valid email account. You agree to notify us of any change to your email account by updating your email address in Online Banking or Mobile Banking or by contacting us.

**Withdrawal of Consent to Electronic Delivery of Documents:**

You may withdraw consent for electronic delivery of any document by following the instructions provided in the table below. There is no fee for paper delivery of these documents; however there are Online and Mobile Banking Services restrictions if you do not consent to electronic delivery for certain documents as noted. For email instructions, include the documents for which you are withdrawing consent, using the description in quotation marks for the name of the document(s). Please allow up to 30 days for your request to be processed. If you require assistance or have questions, you may contact us as specified in the CONTACT INFORMATION section of this Agreement.

If you withdraw your consent for electronic delivery, all other sections of this Agreement shall remain in force.

**Electronic Delivery Acceptance:**

When you agree by completing the Online Banking registration process you confirm that you are able to access information in an electronic form and you also agree that we do not need to provide you with an additional paper (non-electronic) copy of the this Agreement unless specifically requested by contacting us. You may also print and/or save a copy of this Agreement.

**Changes to this Agreement:**

We may change this Agreement at any time. For example, we may add, delete or amend terms or services. Any changes will be incorporated into this Agreement, and made available through our Online Banking and Mobile App. Depending on the nature of the change; we may also notify you of such changes by mail or by e-mail or other direct communication. For certain changes, you may also be prompted to agree to the updated Agreement before continuing to access or use the Online and Mobile Banking Services. If you access or use any Online and Mobile Banking Services after the effective date of a change, your access or use indicates your agreement to the change(s).

**Additional Terms and Conditions for Apple IOS Users:**

The following additional terms apply to your use of the Mobile App through Apple iOS mobile application software programs ("*App Services*"), and are in addition to the Agreement, which is incorporated herein by reference.

The Agreement is entered into and binding between you and MCU, and not Apple, Inc. ("*Apple*"), and as between MCU and Apple, MCU is responsible for the App Services and their content, subject to the limitations and disclaimers contained in the Agreement. Apple has no obligation whatsoever to furnish any maintenance and support with respect to the App Services. MCU, not Apple, is responsible for addressing any claims by you or any third party relating to the App Services, including but not limited to: (a) product liability claims; (b) any claim that the App Services fail to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation, including in connection with the App Services' use of the HealthKit and HomeKit frameworks. In the event of any third-party claim that the App Services or your possession and use of the of the App Services infringes that third party's intellectual property rights, MCU, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.

You are only permitted to use the App Services on any Apple-branded products that you own or control, and as permitted by the App Store Terms of Service, except that the App Services may be accessed, acquired, and used by other accounts associated with the purchaser via Apple's Family Sharing functionality or volume purchasing. MCU is providing the App Services AS-IS, and disclaims all warranties of any kind, express or implied, as fully set forth in the Agreement. To the extent any warranty is nevertheless adjudged to exist by a court of law or other legal authority with respect to the App Services, and is not effectively disclaimed by the Agreement, however, MCU, and not Apple, is responsible for any such warranty term with respect to the App Services. Apple's sole warranty obligation in such circumstances is limited to refunding the App Store purchase price of the particular App Services upon receipt of notification from you that the App Services failed to conform to the applicable warranty, and to the maximum extent permitted by law, Apple will have no other warranty obligation whatsoever with respect to the App Services, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty shall be MCU's sole responsibility. You must comply with any applicable terms of third-party agreements relating to your use of the App Services.

You acknowledge that Apple and its subsidiaries are third-party beneficiaries of the Agreement with respect to the App Services, and that, upon your acceptance of the Agreement, Apple will have a right (and will be deemed to

have accepted the right) to enforce the Agreement against you with respect to the App Services as a third-party beneficiary thereof.

**ACCEPTANCE OF THIS AGREEMENT**

By accessing or using Online and Mobile Banking Services, you agree to abide by the terms and conditions of this Agreement, all applicable Addendums, and the Member Account Agreement.

BY CHECKING THE "I AGREE" BOX AND CLICKING ON THE "CONTINUE" BUTTON, OR BY SELECTING "ACCEPT" ON THE MOBILE APP, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL ELEMENTS HEREOF, INCLUDING AS THIS AGREEMENT MAY BE CHANGED OR AMENDED IN THE FUTURE. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK ON THE "CANCEL" OR BROWSER BACK BUTTON AS AVAILABLE, OR SELECT "DECLINE" ON THE MOBILE APP. IF YOU DO NOT ACCEPT AND AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO ACCESS OR USE ANY ONLINE BANKING AND MOBILE BANKING SERVICES.