

## E-Statement Delivery Agreement

### Members First Credit Union

#### Electronic Statement (eStatement) Consent Agreement

*Please read this information carefully and print a copy and/or retain this information electronically for your records.*

This Agreement is between Members First Credit Union (hereinafter referred to as we, us, our, or MFCU), and each participating member of MFCU's eStatement program, together with any person who is authorized by a member to use or access this service (hereinafter referred to as you, your or yours).

**eStatement Access:** Before you decide whether or not you wish to give your consent to receiving electronic notices and records, you should read and consider the following information. Then, if you decide to consent, you can click the I Agree button at the bottom of this statement.

Upon receipt of your consent, we will notify you at your registered e-mail address each time we prepare a statement for an account that you have selected. We will send you an email letting you know that the eStatement is available online. You will be required to enter your User ID and password to view the electronic statement. You agree it is your sole responsibility to protect your password from unauthorized persons. You agree that it is your responsibility to ensure that the electronic statements cannot be intercepted or viewed by others. You agree that MFCU has no control as to the persons who have access to your personal computer and your password once it is in your possession. MFCU will not be liable for any unauthorized access to your personal computer or your passwords.

By accessing your on line periodic statements you will be able to view your account and transaction activity for your deposit and loan accounts, electronic funds transfer transactions, periodic notice of billing error rights under federal Regulations Z and E, and MFCU newsletters and/or statement stuffers which may contain important legal notices that affect you and your account(s).

Online Banking (and thus, eStatements) is generally available 24 hours a day, seven days a week. However, service may be unavailable from time to time for routine software and hardware maintenance or due to unscheduled down time.

**Access Requirements:** You must have access to a computer that can reach the internet and a compatible printer. You should use Netscape Navigator? 4.0 or higher or Microsoft Internet Explorer? 4.0 or higher. We recommend using a monitor resolution set at 800X600 or higher. You must also have Adobe Acrobat Reader (which is a free download) to read your statements, supporting documents, and promotional materials.

If there is a change in the hardware/software requirements for this service, we will notify you and provide an explanation of the updated hardware/software requirements. It is your sole responsibility to insure your personal computer and related equipment are compatible with and capable of operating in a manner that allows you to utilize the eStatement service. If you can not meet the requirements for any reason, you have the right to withdraw your consent at that time and at no cost to you. Withdrawing your consent will terminate your eStatement service.

**Right to Receive Paper Statements:** Once you enroll in this voluntary program, your paper statement will no longer be sent to you. Although you have elected electronic delivery, you do have a right to receive a paper copy of your periodic statement. To request a copy, please telephone us at (989) 835-5100 or write to: Members First Credit Union, P O Box 2165, Midland, MI 48641-2165. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for requests to receive an account statement in paper form.

**Electronic Signature Agreement & Security:** You agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide Members FirstCredit Union instructions while participating in our eStatement program; or in accessing or making any transaction regarding any agreement as if actually signing by you in writing. Further, you agree that no certification authority or other third party verification is necessary to validate your electronicsignature; and that the lack of such certification or third part verification will not in any way affect the enforceability of your signature or anyresulting contract between you and MFCU. You agree and acknowledge that you will keep your PIN and other security codes and identification dataconfidential, and you will immediately notify MFCU should you believe that your PIN has been lost, stolen, or that an unauthorized person haselectronically accessed your account(s).

**e-Mail Address Required ?**Your e-mail address is required to participate in our eStatement delivery program. We will send you and email notification at your last email address ofrecord when your online statement is available. You agree to accept responsibility for notifying us if your email address changes. The email address changecan be made through Online Banking or by calling MFCU at (989) 835 5100.

**Notification of Statement Availability:** Your online statements will remain accessible on the web site for at least 90 days. If we send your email notification and it is returned to us asundeliverable, you will still be able to access your statement from the internet site and should do so until we start sending you paper statements again,or until you advise us that you are unable to access the statement

**Your Right to Withdraw Consent:**You have the right to withdraw your consent to receive your statements in electronic form at any time. If you elect to withdraw your consent, there iscurrently no cost to you. Your participation in the e-statement program will be terminated as soon as reasonably possible following your notification to usof your desire to withdraw.

To withdraw your consent, you must notify us in writing at: Members First Credit Union, P O Box 2165, Midland, MI 48641-2165.

**Authorization Consent:**By agreeing to the terms and conditions of this consent, you represent that you are authorized to enter into this consent agreement for all persons who ownor are authorized to access any of your accounts, and that such persons will be bound by the terms of this agreement.

**E-mail Communications:** You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for anyloss, claim or damages arising or in any way related to our response(s) to any email or other electronic communication that we, in good faith, believe youhave submitted to us. We have no duty to investigate the validity or to verify any email or to verify any email or other electronic communication; and mayrespond to any email at either the address provided with the communication, the email address that we have on file, or any other application or writtencommunication actually received by us. You understand that you have no expectation of privacy if you transfer any statement via e-mail to another person orentity using the World Wide Web. You further agree to release MFCU from any liability if the information is intercepted or viewed by unauthorized partiesat your employer or any other email address you have provided.

Although we have no obligation to do so, we reserve the right to require authentication of emails or electronic communications. The decision to requireauthentication is at the sole discretion of Members First Credit Union. We will have no obligation, liability or responsibility to you or any other personor company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

**Governing Law:** This agreement, including the validity of any signatures or consents, any claim or disputes arising hereunder shall be construed in accordance with andgoverned by the Laws of the State of Michigan.

I have read and agree to the terms of the Email Statement Disclosure and I would like to receive eStatement delivery. I understand that for the accounts listed above I will no longer receive a periodic statement sent by U.S. Mail.