

**Introduction**

This Agreement and Disclosure specifically governs Meritrust Credit Union (Meritrust) Electronic Services, and informs you of your rights and responsibilities and the terms and conditions associated with the service you have requested. Please read this Agreement and Disclosure carefully. In this Agreement and Disclosure, the words "you", "your", and "yours" mean each and every one who utilizes Meritrust Electronic Services. The words "we", "us", "our", and "Credit Union" mean Meritrust Credit Union. The words "the Service" refer to Electronic Services. Business days are defined as Monday through Friday except for federal holidays. You agree to be bound by all terms and conditions contained herein, and are in addition to the terms and conditions in our other agreements found in the Meritrust membership agreement/disclosure. You further agree to follow all instructions provided by the Service and reflected on your computer screen.

**Services**

Except as otherwise provided for herein, using your personal computer (PC) and your designated User ID and Password and/or Personal Identification Number (PIN), you can access your Meritrust statement 24 hours per day, seven days per week. Meritrust will provide your periodic Credit Union financial account statement electronically. The scope of the information, notices and disclosures that we will provide to you is more fully described below. If we approve the service, you may access your accounts through a personal computer (PC) with an Access Device. You must use your Logon ID and Password to access your accounts. You may use Online Banking to:

- Make balance inquiries
- Make withdrawals by check
- Transfer money between accounts
- Make loan payments
- Check year to date interest
- Transfer VISA payments
- Get information on checks cleared
- Get advances on VISA and line of credit by check

**Agreement for Receiving Electronic Disclosures**

You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. Also, you may withdraw your consent and revoke your agreement to receive records electronically, except under conditions where applicable law does not require your consent. To request a paper copy or to withdraw your consent and agreement to receive electronic records, notify us at 800.342.9278 or write to us at: Meritrust Credit Union, PO Box 2926, Wichita, KS 67201-2926 or e-mail: [memberservices@meritrustcu.org](mailto:memberservices@meritrustcu.org). It is your responsibility to provide notice of your correct e-mail address. Meritrust must receive notification of any change in e-mail address at least three business days prior to the last business day of the month to give us time to affect the change. Failure to do so may result in a delay or lack of delivery of electronic communication for the given period. To change your email address log on to Online Banking and click on "My Settings." Upon receipt of your consent, we will provide all electronic records to you as applicable. You may be required to enter a logon that will be assigned by the Credit Union together with a PIN and/or password, created by you, to access all or certain electronic records. It is your sole responsibility to protect your logon and password from unauthorized persons. You understand that you have no expectation of privacy if electronic records are transmitted to an e-mail address owned by your employer or any other persons that are not owners, borrowers, authorized users, etc. You further agree to release the Credit Union from any liability if the information is intercepted or viewed by an unauthorized party at the email address provided by you, or any updates thereto that are provided to the Credit Union. You will get a monthly account statement (unless there are no transfers in a particular month). In any case you will get the statement at least quarterly. Your statements will be available for 12 months from the statement date.

**Acceptance**

Your initial use of Online Banking constitutes your acceptance and agreement to be bound by all of the terms and conditions of this Agreement, by the Disclosures, Rates, and Fee Schedules applicable to your accounts, and acknowledge your receipt and understanding of this Agreement. Meritrust is entitled to act on instructions received through Online Banking under your secure login profile. However, do not, under any circumstances, disclose your secure login profile by telephone or to any one claiming to represent Meritrust. You are liable for all transactions made or authorized using your secure login profile. Meritrust has no responsibility for establishing the identity of any person using your secure login profile. If, despite Meritrust's advice, you give your secure login profile to anyone, you do so at your own risk since anyone to whom you give your secure login profile or other means of access will have full access to your accounts even if you attempt to limit that person's authority. You must notify Meritrust that your secure login profile has been lost, stolen, or otherwise compromised and should not be honored and must be disabled. This Agreement governs your use of the Service and becomes effective upon clicking "I Accept" during registration.

**Equipment and Software Requirements**

To access E-Statements and to retain documents, agreements and disclosures electronically you need Internet access, an Internet browser and Adobe Acrobat Reader. You are responsible for the set-up and maintenance of your home computer, which supports requirements of our home banking systems. These minimum requirements, required to access and use the system, may change without notice. We make no warranty or representation regarding the access speed that you will have now or in the future, as such is beyond the control of the Credit Union (depending largely on your computer system and method of access – e.g., dial up vs. DSL or other connection). Also, these minimum requirements are likely to change as technology, software, and other matters continue to evolve.

**Issuance and Confidentiality of your User ID and Pin/Password**

You use your Online Banking User ID and PIN/PASSWORD to access Electronic Services. Your User ID and PIN/PASSWORD are confidential and should NOT be disclosed to others or recorded on documents or records located on or around your PC. You agree not to disclose or otherwise make your User ID and PIN/PASSWORD available to anyone not authorized to access your accounts. You understand that if you reveal your User ID and PIN/PASSWORD to anyone, you have authorized that individual to access information from any of your accounts which can be accessed by the User ID and PIN/PASSWORD, regardless of whether that person is authorized to access these account(s) by any means other than by use of the Service. If you

fail to maintain security of your User ID and PIN/PASSWORD and Credit Union suffers a loss, we reserve the right to terminate Service to you under this Agreement and Disclosure, as well as to terminate other Credit Union deposit and loan services. Meritrust will not be responsible for any losses you suffer due to your failure to maintain the security of your User ID and PIN/PASSWORD. Users of the Service should use such other PIN/PASSWORD protection precautions as may be appropriate under any particular set of circumstances to ensure proper security over system access and access to account and transaction information. The Service provides the capability for you to change your PIN/PASSWORD. To help safeguard your security, you should change your PIN/PASSWORD frequently. If you forget your PIN/PASSWORD or your system access is disabled due to the use of an incorrect PIN/PASSWORD, you must contact a Credit Union Representative to have your PIN/PASSWORD reset. We reserve the right to require written re-application for a new/replacement PIN/PASSWORD.

#### **Data Security**

Online Banking accounts are only accessible over a secured Internet Connection. Meritrust utilizes forced Secure Socket Layer (SSL) 128bit Internet Browser encryption on all communications incoming and outgoing from the Online Banking server and client sessions. All communications are encrypted via SSL protocol before any communication occurs. All Meritrust Online Banking servers are secured behind multi-layer firewalls that incorporate the most current packet inspection technologies to safeguard transactions and member data. Secure Socket Layer protocol is an industry-standard encryption technology that is utilized on all current Internet browsers. To verify the version of your SSL encryption level, check your application details and version in the Help—About section of your application. To safeguard your data and to verify that all communications are being encrypted and sent in a secure tunnel via SSL encryption, look for the lock icon in your upper-right hand browser window next to your address bar. This lock should always be closed like a padlock when secure communications are enabled. If you are sending personal information and do not see a closed lock icon, your data is not being encrypted and you should check with your provider.

#### **System Unavailability**

Access to the Service may be unavailable at certain times for the following reasons: (1) Scheduled maintenance – There will be periods when systems require maintenance or upgrades; (2) Unscheduled maintenance – Service may be unavailable when unforeseen maintenance is necessary; or, (3) System Outages – Major unforeseen events, including, but not limited to: earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, that may cause system unavailability. Meritrust will make all reasonable efforts to ensure the availability of the Service. However, the Credit Union is in no way liable for the unavailability of the Service or any consequential damages that may result. Your access to the service shall be determined in the sole discretion of the Credit Union. Subject to applicable law, the Credit Union reserves the right to modify, suspend, or terminate access to the service at any time and for any reason without notice or refund of previously incurred fees.

#### **Authorized Use** (Joint Accountholders and Authorized signers)

You hereby release Meritrust Credit Union from any liability and agree not to make any claim or bring any action against us for honoring or allowing any actions or transactions where you have authorized the person performing the action or transaction to use your account(s) and/or you have given your secure login profile to such person, or, in the case of a jointly held account such person is one of the owners of the account. A person who has been furnished your secure login profile is considered an authorized user, until you contact the Credit Union to verify your identity and have your secure login profile reset. You agree to indemnify Meritrust Credit Union and hold it harmless from and against any and all liability (including but not limited to reasonable attorney fees) arising from any such claims or actions.

#### **Confidentiality**

We will disclose information to third parties about your account or the transfers you make where it is necessary for completing transfers, or in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or in order to comply with government agency or court orders, or if you give us your written permission.

#### **In Case of Errors or Questions about your Electronic Statement**

Contact us IMMEDIATELY if you think your statement is wrong, or if you need more information. You may notify us at 800.342.9278 or write to us at: Meritrust Credit Union, PO Box 2926, Wichita, KS 67201-2926. We must hear from you no later than sixty (60) days after the FIRST statement on which the problem or error appeared or after we send you documentation or clarification in response to your request. Tell us your name and account number, and to the extent possible, the dollar amount of the suspected error, and the date it occurred. To the extent possible, describe the error or the transaction you are unsure about, and explain as clearly as you can, why you believe it is an error or why you need more information. If you notify us verbally, we may require you to send us your complaint or questions in writing within ten (10) business days. We will complete our investigation 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) calendar days to investigate your complaint or question. If we need to use the forty-five (45) days to investigate, we will provisionally credit your account within ten (10) business days for the amount you believe 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 request in writing and we do not receive it within ten (10) business days, the Credit Union is not required to credit your account. For transactions initiated outside the United States or resulting from point of sales debit card, the time period stated above increases to ninety (90) calendar days instead of forty-five (45) calendar days, unless otherwise required by law, to investigate your complaint or question. If your claim is made within thirty (30) days of account opening, we will provisionally credit your account within twenty (20) business days and may take up to ninety (90) calendar days to conduct our investigation. We will report to you the results within three (3) business days after we complete our investigation and if we determine there was no error, we will send you written explanation. You may ask for copies of the documents that we used in our investigation and upon which we relied to conclude that the error did not occur. (We will make these available to you to the extent possible without violating any other member's right to privacy).

#### **Fees and Charges**

Online Services and each of your accounts are governed by the applicable Disclosures, Rates, and Fee Schedules provided by Meritrust. You are responsible for paying any fees associated with Online Banking as well as any additional fees that may be assessed by your Internet Service Provider and for any telephone charges or fees incurred by accessing Online Banking. There is currently no fee for the Service or termination thereof. However, the Credit Union reserves the right to impose fees or to subsequently change any fee structure with or without notice as required by law. The ATM operator or any network used to complete a transaction initiated at any ATM may impose a fee.

#### **Limits on Transfers from Accounts**

There are generally no transaction limitations on the number or dollar amount of transfers between your accounts. However, your ability to transfer funds from certain accounts may be subject to their own account agreement. You should refer to these agreements for any legal restrictions, services charges or specific account restrictions that may limit transfers.

#### **General Limitations on Applicable Accounts**

You may make transactions at any time seven (7) days per week. You may transfer up to the balance in your accounts at the time of the transfer, unless otherwise provided or limited under other agreements. Account balance and transaction history information may not show all account activity involving your accounts. You may not obtain account information related to accounts (other than your accounts) to which you have requested a transfer.

#### **Termination of Agreement and Service**

You may cancel this Agreement and terminate your Service with Meritrust at any time by notifying Meritrust either orally, via the web page, or in writing and discontinue use of the Service.

#### **Amendments**

Meritrust has the right to modify or terminate this Agreement at any time. We will comply with any notice requirements under applicable law for such changes or termination. If we terminate this Agreement, no further Electronic Services will be provided. If we modify this Agreement, your continued use of the service will constitute your acceptance of such changes in each instance.

#### **Right to Stop Preauthorized Payments**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at 800.342.9278 or write us at Meritrust Credit Union, PO Box 2926, Wichita, KS 67201-2926, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Please see our current Fee Schedules for our current stop payment fee.

#### **Liability for Failure to Stop Payment of Preauthorized Transfer**

If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### **Financial Institution's Liability**

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, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

#### **Co-Browse**

By continuing with Meritrust Co-Browse and entering your session ID, you give a Meritrust representative permission to view your desktop. You understand and agree that Meritrust is not responsible to ensure the security of your computer or connections, and accordingly Meritrust is not liable for damages or losses you might sustain when you participate in Meritrust Co-Browse. These losses may be caused by, without limitation, third party malware, communication interception by unknown entities, or other unwanted computer transactions. Your non public personal information viewed by a Meritrust representative during the Co-Browse session will remain confidential by Meritrust under Meritrust's published privacy policy.