

Online Account Enrollment and e-Statements Services E-Sign Disclosure and Consent Agreement

Please review this document carefully and print a copy for your reference. You can access an online copy at any time by navigating to the “E-Communication Preferences” section by clicking on the “Manage my Settings” link on your Account Homepage.

This Online Account Enrollment and e-Statements Services E-Sign Disclosure and Consent Agreement (“Disclosure and Consent”), applies to all communications for those products and services you open or subscribe to through this Online Account Enrollment Service, and includes your consent to receive your periodic account statements and notices electronically by accessing them through the Credit Union’s website and online banking system (as part of e-Statements Services.)

Scope of Communications to Be Provided in Electronic Form

You have the option to receive this Disclosure and Consent, your periodic account statements and other required disclosures and notices in paper or non-electronic form. When you elect to consent to E-Communications below, you agree: (a) to receive and accept the terms of this Disclosure and Consent and all agreements for products or services you open or subscribe to through the Online Account Enrollment Service by electronic means; and (b) that we may provide you with any communications (including your periodic account statements) in electronic format (by visual text displayed on a computer monitor or other electronic device) and that we may discontinue sending paper communications to you unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions (collectively, “E-Communications”) includes, but is not limited to:

- All legal and regulatory agreements, disclosures and communications related to the product or service you open or subscribe to through the Online Account Enrollment Service.
- Periodic account statements (except credit card and mortgage statements) and all disclosures related to such statements.
- Notices or disclosures we provide you pursuant to applicable Federal, State and local laws or regulations.
- Privacy Policies and other notices.

The last three bulleted services indicated above collectively comprise “e-Statements Services”.

There is no charge for Online Account Enrollment and e-Statements Services.

Method of Providing Communications to You in Electronic Form

All E-Communications will be provided either (1) via e-mail or (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available. Please note that, in order to receive e-Statements Services (and access your periodic account services and accompanying notices), you must enroll in MCU Online Banking and electronically agree to the terms of the MCU Online Banking Agreement, the terms of which will govern this Disclosure and Consent, except to the extent this Disclosure and Consent specifically modifies or conflicts with such terms.

How to Withdraw Consent

You may withdraw your consent to receive E-Communications related to the Online Account Enrollment Service in electronic form by selecting that option under your “E-Communications Preferences” section, which is accessible from your Account Homepage by clicking on the “Manage my Settings” link. You may withdraw your consent to receive future periodic account statements and notices in electronic form (i.e., e-Statement Services) by telephoning our Contact Center at (212) 693-4900, writing to us at Municipal Credit Union, 22 Cortlandt Street, 27th floor, New York, NY 10007, Attn: e-Banking Dept., or by e-mailing us at nymcuonlinebanking@nymcu.org. No fees will be imposed to process the withdrawal of your consent to receive E-Communications; however your access and use of the applicable Service will be terminated. Any withdrawal of your consent to receive E-Communications will be effective only after we have a reasonable period of time to process your withdrawal.

How to Update Your Records

It is your responsibility to provide and maintain a current e-mail address with us. We are not responsible for your failure to receive E-Communications in a timely manner if you fail to keep us updated at all times with your current e-mail address. You can update your e-mail address by clicking on the "Update" box which appears next to your e-mail address in the upper right corner of your MCU Online Banking pages.

Hardware and Software Requirements

In order to access, view and retain E-Communications that we make available to you, you will need a computer with the Adobe® Acrobat® Reader® software, a working Internet connection and sufficient electronic storage capacity on your computer's hard drive or other storage unit. You are responsible for the set-up and maintenance of your computer, software and modem as well as any and all telephone access fees or Internet service fees that may be assessed by your telephone company or Internet service provider. You will also need an Internet browser that supports 128-bit encryption such as Microsoft® Internet Explorer version 6.0, Firefox 3.0, Safari 4.0 or higher. Finally, you will need to have an e-mail account with an Internet service provider and appropriate e-mail software.

Requesting Paper Copies

We will not send you a paper copy of any E-Communication (including this Disclosure and Consent) unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an E-Communication (including this Disclosure and Consent) by printing it yourself or by requesting that we mail you a paper copy, and at no cost, provided that such request is made within a reasonable time after we first provided the E-Communication to you. You may request a paper copy of any prior account statements previously made available to you by electronic means at the cost disclosed at that time in MCU's Schedule of Dividends, Service Charges and Fees. To request a paper copy, please submit your request to: nymcuonlinebanking@nymcu.org.

Communications in Writing

All E-Communications from us to you will be considered "in writing." You should print or download for your records a copy of this Disclosure and Consent and any other E-Communication that is important to you.

Security Measures

You acknowledge that you will be able to retrieve your statements electronically through the use of your MCU Online Username and password. You acknowledge that if you disclose your Username or password to anyone else or if your Username or password is lost or stolen, third parties may be able to access your Credit Union accounts or statements without your authorization. You agree to notify us immediately if your Username or password is lost or stolen. The Credit Union will not be liable for any loss caused by the authorized or unauthorized use of your Username or password by any third party having access to your statements. You agree to keep your Username and password in a place of safekeeping, and you agree that the security of your Username and password will be your responsibility at all times.

We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronically delivered account statement(s) and notices. Our security consists of 128-bit encryption of the data to protect it while in transit over the Internet.

YOU UNDERSTAND THAT THESE INDUSTRY STANDARDS ARE DYNAMIC AND CONSTANTLY DEVELOPING. BY AGREEING TO THE TERMS OF THIS DISCLOSURE AND CONSENT, YOU ACKNOWLEDGE AND UNDERSTAND THAT THERE ARE RISKS TO DELIVERY OF E-COMMUNICATIONS, INCLUDING, BUT NOT LIMITED TO, DELAY OR FAILURE OF DELIVERY DUE TO TECHNICAL DIFFICULTIES, WEATHER CONDITIONS (INCLUDING BUT NOT LIMITED TO SUN SPOTS), MATTERS BEYOND OUR REASONABLE CONTROL OR INTERCEPTION AND/OR ALTERATION OF SUCH E-COMMUNICATIONS BY THIRD PARTIES IN SPITE OF THE CREDIT UNION'S COMMERCIALY REASONABLE SECURITY MEASURES.

1. If your browser does not support 128-bit encryption, you must upgrade it in order to access the Online Banking secure pages and to view your e-Statements and accompanying notices and disclosures. The most updated list of supported browsers for MCU Online Banking is listed on our login page.

BY AGREEING TO THE TERMS OF THIS DISCLOSURE AND CONSENT, YOU REPRESENT THAT YOU HAVE CONSIDERED OUR SECURITY MEASURES AND FIND THAT OUR SECURITY MEASURES ARE COMMERCIALY REASONABLE. IN REACHING THIS CONCLUSION, YOU HAVE CONSIDERED THE HISTORICAL AND POTENTIAL FUTURE CONTENT OF YOUR ACCOUNT STATEMENT(S) AND OTHER E-COMMUNICATIONS, THE RISKS ASSOCIATED WITH ELECTRONIC DELIVERY OF SUCH COMMUNICATIONS AND OUR SECURITY PROCEDURES. IF YOU CONCLUDE THAT OUR SECURITY PROCEDURES CEASE TO BE COMMERCIALY REASONABLE IN THE FUTURE, YOU MUST WITHDRAW YOUR CONSENT TO RECEIVE FUTURE E-COMMUNICATIONS IN ACCORDANCE WITH THE "HOW TO WITHDRAW CONSENT" PROVISIONS STATED ABOVE.

Prompt Review of e-Statements

You must promptly review your e-Statements and any accompanying items and notify us in writing or via e-mail at nymcu-onlinebanking@nymcu.org of any error, unauthorized signature, lack of signature, alteration or other irregularity. If you allow someone other than you to review your e-Statements, you must still review these statements and any accompanying items for any errors, unauthorized signatures, lack of signatures, alterations, or other irregularities because you will be responsible for the wrongful acts of your agents. Any applicable time periods within which you must notify us of any errors on your account statement shall begin on the date we sent you the e-mail notifying you of its availability on our web site, regardless of when you receive and/or open the e-Statement.

Disclaimer or Warranty

NEITHER THE CREDIT UNION NOR ANY OF ITS SERVICE PROVIDERS MAKES ANY WARRANTY ON ANY EQUIPMENT, HARDWARE, SOFTWARE, OR THE SERVICES, OR WITH RESPECT TO YOUR INTERNET SERVICE PROVIDER, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

Liability

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS DISCLOSURE AND CONSENT, WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES AS EXPRESSLY PROVIDED FOR IN THIS DISCLOSURE CONSENT.

WE SHALL BE LIABLE ONLY FOR MATERIAL LOSSES WHICH ARE THE DIRECT RESULT OF OUR OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT IN PERFORMING THESE SERVICES. WE SHALL HAVE NO LIABILITY FOR FAILURE TO PERFORM ANY SERVICES OR FOR ANY DISRUPTION OR DELAY IN PERFORMING SERVICES IN THE EVENT SUCH FAILURE, DISRUPTION OR DELAY IS DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, FAILURE OR DISRUPTION OF ELECTRIC POWER, COMPUTER EQUIPMENT, TELECOMMUNICATIONS SYSTEMS, YOUR ISP, OR WEATHER CONDITIONS. WE SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES OR INDIRECT LOSS UNDER ANY CIRCUMSTANCES.

Additional Provisions

You acknowledge and agree that the Credit Union may cancel these Services or your participation in these Services at any time without notice to you and send you paper documents and notices in lieu thereof. The Credit Union also reserves the right, at any time without notice, to add, change, update, or modify the hardware and software requirements required to access the Services electronically and any other terms and conditions of this Disclosure and Consent. You will be notified of any change as required by law, either by mail or by an electronic message. You understand that by using any Services after a change becomes effective, you have agreed to it.

Consent

By selecting "Yes, I consent to E-Communication" you agree to (a) electronically accept the terms of this Disclosure and Consent Agreement; (b) accept the terms of the agreements for all products and services opened or subscribed to through the Online Account Enrollment Services by electronic means; and (c) receive in electronic format all communications regarding products and services that are opened or subscribed to through the Online Account Enrollment Service, including your periodic account statements, statement-related disclosures and notices. You further certify that your computer satisfies the hardware and software requirements specified above, that you are at least 18 years of age, and that you have provided us with a current e-mail address at which we may send E-Communications to you.