Members 1st Credit Union
Online and Mobile Banking Agreement and Disclosure
Revised May 2025

I. Introduction

This Online and Mobile Banking Agreement and Disclosure ("Agreement") contains the terms that govern your use of Members 1st Credit Union's online banking and mobile banking application services (collectively, the "Services," individually, a "Service"). You may use these Services to access your accounts online or on a mobile device. By enrolling and using the Services to access an account you are agreeing to the most recent terms of this Agreement which supplements the Membership and Account Agreement and other agreements and disclosures provided to you.

We may offer additional Services and features in the future. Any such added Services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Service or feature is added and/or at the time of enrollment for the feature or Service, if applicable. From time to time, we may amend the terms of this Agreement, applicable fees, service charges, and modify or cancel the Services without notice, except as may be required by Law. Such amendments shall be effective when they are communicated in any way, including posted on the internet or mailed to you. Further, the Credit Union may, from time to time, revise or update the Credit Union program, services, and/or related material(s) rendering such prior versions obsolete. Consequently, the Credit Union reserves the right to terminate this Agreement as to all such prior versions of the Credit Union programs, Services, and/or related material(s) and limit access to the Credit Union's more recent versions and updates. Your continued use of the services means that you agree to the changes. If you do not agree to the changes, you must notify us of your disagreement, and we will terminate your access to all services.

II. Definitions

As used in this Agreement, the following words have the meanings given below:

"Account(s)" means your eligible Credit Union share drafts/checking, shares/savings, loan, certificate of deposit information and other Credit Union products that can be accessed through the Services.

"Device" means a computer and related equipment with a web browser (contact the Credit Union for a list of supported browsers), and/or a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

"Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.

"Online Banking" means the banking services accessible on a computer Device through a traditional internet connection at www.members1cu.com.

"Services" means the Online Banking and Mobile Banking services.

"Service Providers" means the Credit Union, its affiliates, any processor, or other third party that we have engaged to provide remittance capabilities, equipment, or other services in connection with any of the Services. This includes any agent, independent contractor, or subcontractor of any of the foregoing. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

"You" and "Your(s)," mean each person with authorized access to your Account(s) who applies and uses the Service.

"We," "Us," and "Credit Union" means Members 1st Credit Union.

III. The Services

To use the Services, you must have at least one Credit Union personal account and an Online Banking password. Through the Services, you will have access to any of your Credit Union share accounts or loan accounts. The Credit Union reserves the right to deny access to a deposit account or loan account or to deny transactions under certain circumstances.

Description of Online Banking Service. Online Banking Services allows you to perform online account access functions. You may use Online Banking to:

- Transfer funds between your accounts
- Obtain account balances
- Obtain history and transaction information on your accounts
- Obtain loan account balance information.
- Conduct any other transactions permitted by the Credit Union
- These features are limited to the extent, and subject to the terms, noted below.

Your ability to transfer funds between certain accounts is limited by federal law and the Membership Agreements. You should refer to the Membership Agreements for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the Online Banking Service are counted against the permissible number of transfers described in the Membership Agreements. There may be at least a one-business-day delay in transferring funds between your accounts.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through the Services. We may also reserve the right to modify the scope of the Services at any time.

Description of Mobile Banking Service. You may access Online Banking Services on a mobile device by using our mobile banking application. Mobile Banking allows you to access your Credit Union account information and to conduct other Online Banking transactions. We reserve the right to modify the scope of Online Banking Services available on our mobile application at any time and you acknowledge and agree that some or all of the Online Banking Services may not be available or accessible or may have limited utility. Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. To utilize the Mobile Banking Service, you must be enrolled to use Online Banking and then activate your Device within the Online Banking system. Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, Mobile Banking may not be supportable for all Devices. The Credit Union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

License. Subject to your compliance with this Agreement, you are hereby granted a personal limited license ("License") to download, install and use the mobile banking application software ("Software") on your Device within the United States and its territories. This License shall be deemed revoked immediately upon:

- The termination of your enrollment in Mobile Banking in accordance with this Agreement;
- Your deletion of the Software from your Device;
- Your noncompliance with this Agreement; or
- Written notice to you by the Credit Union at any time, with or without cause.

In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your Device if you have not already done so.

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services, the operation, security, functionality or availability of any mobile device or mobile

network which you utilize to access the Software and Mobile Banking. Accordingly, you agree to resolve any problems with your provider directly without involving us.

IV. Other Agreements

Any deposit account, loan or other banking product accessed through these Services is also subject to the Membership Agreements provided at the time of Account opening. You should review the Membership Agreements carefully, as they may include transaction limitations and fees which might apply to your use of the Services. This Agreement is in addition to your Membership Agreements and other account agreements and disclosures. For example, when you access your deposit account online, the terms and conditions of your deposit account agreement do not change and continue to apply.

V. Devices, Equipment and Software

The Credit Union does not guarantee that your Device or mobile phone service provider will be compatible with the Services.

You are responsible for the installation, maintenance, and operation of your Device, browser, and the software. The Credit Union is not responsible for any errors or failures from any malfunction of your Device, the browser, or the software. Mobile phones, computers, and other Devices with internet capabilities are susceptible to viruses. You are responsible to ensure that your Device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components or related problems (collectively referred to as "viruses") which could result in damage to programs, files, and/or your phone or Device or could result in information being intercepted by a third party. The Credit Union will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from such viruses. The Credit Union will also not be responsible if any non-public personal information is accessed via the Services due to any of the above-named viruses residing or being contracted by your Device or computer at any time or from any source.

The Credit Union is not responsible for errors, interruptions or delays in the Services or your inability to access the Services caused by your Device or computer. We are not responsible for the cost of upgrading the Device or computer to remain current with the Services. We are not responsible for any damage to the Device or computer or the data within.

VI. User Contact Policy

By providing us with any cellular number used for a Device or any other wireless device now or in the future, including a number that you later convert to a cell phone number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from us and our affiliates and agents regardless of the purpose of the communication (i.e., account alerts and notifications). Calls, data, and messages may incur access fees from your mobile provider, and you are responsible for any such charges.

In the event your Device is lost or stolen, you agree to update your information and make the appropriate changes to disable the use of such Device. You understand that there are risks associated with using a Device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions or would like to stop receiving text messages on your Device, you may contact the Credit Union at the contact information at the end of this Agreement.

You have the ability to update your contact information and manage your communication preferences at any time by updating such information through your Online Banking account. You agree to promptly notify the Credit Union, in writing, of any address or contact information change.

VII. Privacy Policy

Protecting your privacy is important to us. The Credit Union's Website Policy (Online Privacy) is available online on the Credit Union's website or by contacting the Credit Union at the contact information at the end of this Agreement. The Credit Union is committed to abiding by all laws regarding privacy and consumers' privacy interests. Changes to the Online Privacy Policy may be made at any time.

You understand and agree that we may monitor and/or record any communications between you and us for quality control and other permitted business purposes. You also understand and agree that this monitoring or recording may be done without any further notice to you or anyone acting on your behalf. When you access the Services to conduct transactions, the information you enter may be recorded. By using the Services, you consent to such recording.

VIII. Fees and Charges

There may be additional fees and charges for select Services – these fees are described within the user interface (online or within the mobile application), on our website, or in your other agreements or disclosures. Fees and charges may be changed in our sole discretion. You agree to pay all such fees and charges associated with the Services and authorize us to deduct the calculated amount from your account(s). Your accounts and loan accounts are still subject to the fees, charges, balance requirements, etc. articulated in the Membership and Account Agreement and your Loan Agreement. Existing fees and charges associated with your account(s) will continue to apply.

IX. Permitted Transfers

You may use the Services to transfer funds between your eligible Credit Union accounts ("Internal Transfer"). You may not transfer to or from an Account at another financial institution using the Services.

If you submit your transfer request prior to the deadline established by us for transfer service, you will initiate an immediate Internal Transfer via Mobile Banking or Online Banking. All transactions which are requested on Saturdays, Sundays, or holidays on which the Credit Union chooses to remain closed, will be processed on the Credit Union's next business day.

You authorize us to withdraw, debit, or charge the funds from your designated account in order to complete all of your requested transfers and payments. When using the Services to conduct transactions, you agree that the Credit Union may debit your account to complete the transactions, or honor debits you have not signed. We may rely and act on all instructions received via our web sites using your personal ID and password, and all transactions performed, even if not intended by you, are considered transactions authorized by you.

You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion. If there are insufficient funds in the designated account to make payments you have authorized, we may either refuse to make the payment or we may make the payment and thereby overdraw the designated account. In any event, if we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable fees. You agree to pay all such fees and charges associated with the Services and authorize us to deduct the calculated amount from your account(s). We reserve the right to refuse to honor payment instructions that reasonably appear to be fraudulent or erroneous.

We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

The Credit Union reserves the right to limit the type, frequency, and amount of transfers on or refuse to make any payment you have directed and may change or impose the limits without notice, at our option. The Credit Union is obligated to notify you promptly if it decides to refuse to complete your payment instruction. This notification is not required if you attempt to make payments which are prohibited under this Agreement.

You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

X. Account Ownership/Accurate Information

You represent and agree that you are the legal owner of the Accounts and other financial information which may be accessed via the Services. You represent and agree that all information you provide to us in connection with the Services is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of using the

Services. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access the Services.

XI. Security

As a Credit Union member engaging in the Services, you have chosen a personal ID and password which allows you access to the Services. Information you provide in connection with the Services will be stored on secure Credit Union servers and protected by advanced encryption techniques. These commercially reasonable security measures are intended to keep your important information secure and to prevent unauthorized access. Effective security; however, is partly contingent upon your responsible behavior in protecting your account information, personal ID, PIN, and password for the Services. Please use maximum caution in protecting such information.

Protecting Your Information and Device. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the Services. You agree not to leave your Device unattended while logged into Mobile Banking or Online Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password, or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access the Services, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account. The Credit Union does not maintain a record of your PIN. You must notify the Credit Union IMMEDIATELY if:

- You believe your account information, personal ID, PIN, or password has been lost or stolen;
- Someone has attempted to use the Services without your consent;
- Your deposit account(s) or loan account(s) have been accessed;
- Someone has transferred money without your permission; or
- You would like to change, disable, or revoke your password.

Your Liability for Unauthorized Transfer or Transactions. As directed above, tell us AT ONCE if you believe your account information and/or PIN have been lost or stolen or believe an unauthorized transaction has been made from your Account(s). Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit and open-end credit). If you believe your account information and/or PIN has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than $50.00 if someone used your account information and/or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your account information and/or PIN, and we can prove we could have stopped someone from using your account/and or PIN without your permission if you had told us, you could lose as much as $500.00. 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 statement was mailed to you, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time.

Disclosure of Account Information to Third Parties. We will disclose information to third parties about your account or transfers you made:

- When it is necessary to complete the transfers;
- In order to verify the existence and conditions of your account for a third party, such as a credit bureau or merchant;
- In order to comply with a government agency or court orders; or
- If you give us written permission.

Errors and Questions. Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. Your inquiry must include:

- Your name and account number;
- 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;
- The dollar amount of the suspected error; and

- The date of occurrence.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will generally tell you the results of our investigation within 10 business days of the receipt of your complaint or question (20 business days if the transaction involved an account opened within the past 30 days). If we need more time, however, we may take up to 45 days. If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

XII. User Conduct

Generally. You agree to accept responsibility for learning how to use the Services and agree that you will contact us directly if you have any problems with the Services. We may modify the Services from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use the Services as modified. You also accept responsibility for making sure that you know how to properly use your Devices and we will not be liable to you for any losses caused by your failure to properly use the Services or your Devices.

Prohibitions on Use. You agree not to use the Services or the content or information delivered through the Services in any way that would:

- Infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software;
- Be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Services to impersonate another person or entity;
- Violate any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
- Be false, misleading, or inaccurate;
- Create liability for us or our affiliates or Service Providers, or cause us to lose (in whole or in part) the services of any of our Service Providers;
- Be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
- Potentially be perceived as illegal, offensive, or objectionable;
- Interfere with or disrupt computer networks connected to the Services;
- Interfere with or disrupt the use of the Services by any other user; or
- Use the Services in such a manner as to gain unauthorized entry or access to the computer systems of others.

No Commercial Use or Re-Sale. You agree that the Services are only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of the Services or resell, lease, rent or distribute access to the Services.

Data Synchronization. We make every effort to ensure that your use of any of the Services is synchronized between the various access methods. There are some rare instances, however, where the information available through the Services may be delayed or different from the information that is available within the various Services access methods or at a branch location (and vice versa). Additionally, some information available at a branch location may not be immediately available via the Services, or it may be described using different terminology. In the event of any discrepancies, the account information provided at a branch location control. You agree that neither we nor our Service Providers will be liable for any errors, interruptions or delays in the content provided through the Services, or for any actions taken in reliance thereon.

Accessing the Services from Outside the United States. We make no representation that any content or use of the Services is available for use in locations outside of the United States. If you choose to access the Services from locations outside the United States, you do so at your own risk and you are responsible for compliance with local laws.

XIII. No Warranties

Neither the Credit Union nor any of its subsidiaries, affiliates, or Service Providers represents or warrants the accuracy, adequacy, completeness, or timeliness of the Services, including but not limited to the information, materials, products and services on our web sites or applications. All the Services, our web sites and all information, materials, products, and services provided through our web sites, are provided "As Is" and "As Available" without warranty of any kind, either

express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, non-infringement, and freedom from a computer virus.

In the event of a system failure or interruption, your data may be lost or destroyed. Any transactions that you initiated or were in the process of completing or completed before a system failure or interruption should be verified by you through means other than the Services to ensure the accuracy and completeness of those transactions. You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transactions so affected.

XIV. Limit of Liability; Indemnification

In no event will the Credit Union or any of its affiliates, contractors, or their respective officers, directors, employees, consultants, agents, other Service Providers or licensors be liable under any contract, tort, negligence, strict liability or other claim for any direct, indirect, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data or other intangible losses (even if advised of the possibility of such damages) whether caused by or resulting from (i) the use or the inability to use any Services; (ii) any failure of performance, error, omission, interruption, delay in operation or transmission, computer virus, loss of data, theft, destruction, or unauthorized access to your information; (iii) errors, inaccuracies, omissions, or other defects in information or content provided by, contained within, or obtained through any Services, or (iv) any other failure, action, or omission, and regardless of whether arising under breach of contract, tortious behavior, negligence or under any other theory or cause of action.

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless the Credit Union, its affiliates, officers, directors, employees, consultants, agents, contractors, Service Providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Services; (b) your violation of any law or rights of a third party; (c) any fraud, manipulation or other breach of this Agreement by you; (d) any third party claim, action or allegations brought against the Credit Union arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase of sale of any goods or services; or (e) your use, or use by a third party, of the Services. The Credit Union reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with the Credit Union in asserting any available defenses. You will not settle any action or claims on the Credit Union’s behalf without the prior written consent of the Credit Union.

XV. Third Party Content, Services, and Links

Our websites and Services may contain links to other web sites, merchandise and services provided, owned, or operated by third parties. We provide these links as a service to you. The linked sites are not under the control of the Credit Union or its affiliates or subsidiaries, and we are not responsible for their availability or their content, products, services advertising, or other materials available on the third-party sites. The links do not imply our endorsement or approval of material on any other site. Any third-party sites may have a privacy policy different from that of the Credit Union and may provide less security than our web sites. We strongly encourage you to read the third party's privacy policy before sharing any information with that third party.

All matters concerning other web sites, merchandise and services provided or operated by third parties are solely between you and the third party. We make no warranties or representations whatsoever with regard to any third party's websites, merchandise, or services. The credit union is not responsible or liable to you for any damages, losses or injuries of any kind arising out of your use of any third party's web sites and the merchandise and services available on them, or any reference to or reliance on information contained therein. Your rights and obligations will be governed by the third parties’ agreements and policies relating to the use of their services.

XVI. Intellectual Property

All content connected with the Services (i.e., our websites and Mobile Banking) are the exclusive property of the Credit Union, its licensors, and/or Service Providers and it is protected by copyrights and other intellectual property rights. You are

permitted to use content delivered to you through the Services only for your personal use. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any technology, including, but not limited to, any software or other content associated with the Services.

The trademarks, logos, and service marks displayed in connection with the Services are the registered and unregistered trademarks of the Credit Union and/or its Service Providers. Under no circumstances may you use, copy, imitate, alter, modify, or change these trademarks. Nothing contained on, in or otherwise connected with any of the Services should be construed as granting (by implication or otherwise) any license or right to use any trademark without the express written permission of the Credit Union or the third party, which has rights to such trademark, as appropriate.

All messages, suggestions, ideas, notes, concepts, know-how, techniques, data, applications, mail, and other information you may send to us through or regarding any of the Services (including but not limited to the Credit Union web sites) shall be considered an uncompensated contribution of intellectual property to us and shall become our exclusive intellectual property. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

XVII. Term and Termination

We may terminate all or part of this Agreement and your use of any or all Services for any reason and at any time with or without prior notice as the law requires. You agree that you will immediately stop using Services upon our request. You may cancel your usage of the Services and terminate this Agreement by notifying the Credit Union at the contact information at the end of this Agreement. We may terminate the Services if you have not accessed or used the Services for a period of one year. However, any transactions or payments you have previously authorized will be completed as instructed. Neither termination nor discontinuation shall affect your liability or obligations under this Agreement, which shall survive termination or discontinuation of this Agreement.

XVIII. Tools and Calculators

The Services may contain financial tools and calculators. We provide these tools and calculators as a service to you, for educational purposes only. We do not guarantee the accuracy of the tools or calculators or the results. We are not responsible for, and expressly disclaim all liability for, damages of any kind arising out of the use of the tools and calculators.

XIX. E-Statements

By enrolling in Online Banking, you have an option to receive statements electronically, as well as receiving all regulatory and account disclosure information electronically. You can view, print, or download E-Statements from Online Banking, or you may request a printed copy to be mailed to you at the address on file or picked up in branch. The Credit Union may assess a fee for statement printouts. See the current Fee Schedule.

If you would like to opt out of E-Statements and receive printed/mailed account statements, you may contact the Credit Union at the contact information at the end of this Agreement.

XX. Debit Card Management

By enrolling in Online Banking, you will have the ability to Freeze/Unfreeze your Credit Union Debit Card, Update Spending Limits, Create Alerts and report your Debit Card Lost or Stolen. This feature will be also accessible through Mobile Banking if enrolled.

XXI. Miscellaneous

Waiver. We may waive any term or provision of this Agreement at any time or from time to time. We will not be deemed to have waived any of our rights or remedies with regard to this Agreement, unless our waiver is in writing and signed by an authorized officer of the Credit Union or its affiliates. No delay or omission on the part of the Credit Union or its affiliates, or their respective successors and assigns, in exercising any rights or remedies will operate as a waiver of those rights or remedies or any other rights or remedies. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

Assignment. You may not assign this Agreement to any other party. We may assign this Agreement or delegate or transfer any or all of our rights and responsibilities under the Agreement to any Service Provider. The Credit Union may assign this Agreement to any present or future, directly or indirectly, affiliated company. The Credit Union may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

Governing Law; Jurisdiction. This Agreement is governed by all applicable Federal laws of the United States of America and the laws of the State of Vermont (without regard to any choice of law provisions thereof).

Survivability. All applicable provisions of this Agreement shall survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, and indemnification.

Disputes. In the event of a dispute regarding the Services, you and the Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Credit Union relating to the subject matter of this Agreement, which merges and supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Credit Union relating to the subject matter of this Agreement. If there is a conflict between what one of the Credit Union's employees says and the terms of this Agreement, the terms of this Agreement have final control. If there is a conflict between this Agreement and the terms and conditions of any disclosures or agreements that specifically address the Services, this Agreement will control in resolving those inconsistencies.

Captions; Severability. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. If any provision of this Agreement is held to be void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or any other provision in that or any other jurisdiction.

Federal Disclosure. You agree to accept this Agreement and Disclosure online rather than a paper disclosure. We recommend you print the entire Agreement and Disclosure for your records. If you are unable to print this, please request a paper Agreement and Disclosure to be mailed to you.

Contact. You may contact us at the following information below. Keep in mind that we may not immediately receive electronic messages that you send and we will not take action based on your electronic messages until we actually receive it and have a reasonable time to act.

Fees. Use of Online Banking and Mobile Banking are free; however, standard account fees do apply (i.e., overdraft fees). For all fees, see the Members 1st Credit Union's Fee Disclosure.

Mobile Phone. If we need to contact you to service your account or collect any amounts you owe, you authorize us (and our affiliated, agents, or contractors) to contact you at any number you provide, from which you call us, or at which we believe we can reach you. We may contact you in any way, such as calling, texting or email. We may contact you by using an automated dialer or prerecorded message. We may contact you on a mobile, wireless, or similar device, even if you are charged for it.

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PO Box 8245
Brattleboro, VT 05304

Phone number: 802-257-5131

E-mail: info@members1cu.com

Website: www.members1cu.com

If you need immediate assistance, or you would like to report an unauthorized transaction, please call us at 802-257-5131.