Members Trust Federal Credit Union

Digital Banking Services Agreement and Electronic Banking Disclosure

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IMPORTANT DISCLOSURE

This Digital Banking Services Agreement ("Agreement") governs the use of Members Trust Federal Credit Union's Online Banking, Mobile Banking, Mobile Deposit, Bill Pay, Alerts, Electronic Statements, Account Aggregation, Person-to-Person Payments, and related electronic services.

By enrolling in, accessing, or using any MTFCU Digital Banking Service, you agree to be bound by this Agreement, MTFCU's Membership Agreement, Account Agreements, Privacy Notice, Funds Availability Policy, Fee Schedule, and all applicable laws and regulations.

SECTION 1

DEFINITIONS

Throughout this Agreement:

"Credit Union," "MTFCU," "we," "our," and "us" mean Members Trust Federal Credit Union.

"You" and "your" mean the member, account owner, authorized signer, or authorized user.

"Digital Banking Services" means all electronic services available through Digital Banking.

"Business Day" means Monday through Friday excluding federal holidays.

"Authorized Device" means a device registered or approved for digital access.

"Electronic Funds Transfer (EFT)" means transfers governed by Regulation E.

SECTION 2

SERVICES PROVIDED

Subject to eligibility and availability, MTFCU may provide:

- Account Inquiry
- Balance Information
- Transaction History
- Internal Transfers
- External Transfers
- Bill Payment Services
- Mobile Deposit Capture
- eStatements
- Secure Messaging
- Account Alerts
- Person-to-Person Transfers
- Card Controls
- Loan Payments
- Account Aggregation
- Financial Management Tools

MTFCU may expand, limit, modify, suspend, or discontinue services at any time.

SECTION 3

ELIGIBILITY

You must:

- Be a member in good standing.
- Have a valid account relationship.
- Provide accurate contact information.
- Meet security authentication requirements.
- Maintain compatible devices and internet access.

MTFCU reserves the right to deny enrollment or terminate access based upon risk management, fraud concerns, account status, or operational considerations.

SECTION 4

ELECTRONIC COMMUNICATIONS CONSENT (E-SIGN)

By enrolling in Digital Banking, you consent to receive electronically:

- Periodic Statements
- Change-in-Terms Notices
- Privacy Notices
- Fee Schedule Updates
- Regulatory Disclosures
- Security Notifications
- Service Announcements
- Tax Documents (when available)

You acknowledge:

- You have access to a computer or mobile device capable of receiving disclosures.
- You can print or retain electronic records.
- Your consent remains effective until withdrawn.

Withdrawal of consent may terminate some electronic services.

SECTION 5

ONLINE BANKING TERMS

Through Online Banking, you may:

- Review balances
- Transfer funds
- Access transaction histories
- Make payments
- Manage account preferences

- Access electronic documents

Information displayed through Digital Banking is generally current but may not always reflect recent transactions, holds, adjustments, or processing delays.

SECTION 6

MOBILE BANKING TERMS

Mobile Banking allows account access through supported mobile devices.

You acknowledge that:

- Wireless carrier fees may apply.
- Data charges are your responsibility.
- Connectivity issues may impact service availability.
- Device security remains your responsibility.

MTFCU does not guarantee uninterrupted service.

SECTION 7

MOBILE REMOTE DEPOSIT CAPTURE AGREEMENT

Eligibility

Mobile Deposit services are subject to approval and may be revoked at any time.

Eligible Items

Acceptable deposits generally include:

- Consumer checks
- Cashier's checks
- Government checks

Ineligible Items

You may not submit:

- Altered checks

- Foreign items
- Savings bonds
- Money orders (unless specifically permitted)
- Duplicate items
- Third-party checks not approved by MTFCU

Endorsement

Checks must be endorsed as follows:

"FOR MOBILE DEPOSIT ONLY TO MTFCU"

and include any additional endorsement language required by MTFCU.

Retention and Destruction

You agree to:

- Retain original checks for at least thirty (30) days.
- Securely destroy checks after confirmation of deposit.

Deposit Limits

MTFCU may establish:

- Daily limits
- Transaction limits
- Monthly limits
- Aggregate relationship limits

without prior notice.

SECTION 8

BILL PAYMENT TERMS

Bill Pay allows you to direct payments from eligible accounts.

You agree:

- To fund payments before initiation.
- To schedule payments sufficiently in advance of due dates.
- That MTFCU is not liable for penalties resulting from late scheduling by you.

Payments may be refused for:

- Insufficient funds
- Fraud concerns
- Invalid payee information
- Operational restrictions

SECTION 9

ACCOUNT ALERTS AND NOTIFICATIONS

Alert services may include:

- Balance Alerts
- Transaction Alerts
- Security Alerts
- Login Notifications
- Payment Reminders

Alerts are provided as a convenience.

Failure to receive an alert does not relieve you of responsibility to monitor your accounts.

SECTION 10

EXTERNAL TRANSFERS AND ACH TRANSACTIONS

MTFCU may permit transfers:

- Between your accounts
- To external financial institutions
- Through ACH networks

Transfers may be delayed or rejected because of:

- Security reviews
- System outages
- Returned transactions
- Regulatory requirements

MTFCU may impose transfer limits.

SECTION 11

CARD CONTROLS AND DIGITAL WALLETS

Digital Banking may support:

- Debit Card Controls
- Card Alerts
- Travel Notifications
- Apple Pay
- Google Pay
- Samsung Pay

Use of digital wallets is additionally governed by the applicable wallet provider terms and conditions.

SECTION 12

MEMBER SECURITY RESPONSIBILITIES

You agree to:

- Protect login credentials.
- Maintain strong passwords.
- Enable multifactor authentication when available.
- Secure all devices.
- Keep operating systems current.
- Report suspicious activity immediately.

You shall not:

- Share credentials.
- Permit unauthorized account access.
- Attempt to bypass security controls.
- Circumvent authentication mechanisms.

SECTION 13

BIOMETRIC AUTHENTICATION

Digital Banking applications may allow:

- Facial Recognition
- Fingerprint Authentication
- Other Device-Based Biometrics

Biometric data is typically stored by your device provider and not by MTFCU.

Use of biometric authentication is voluntary and at your risk.

SECTION 14

ERRORS AND UNAUTHORIZED TRANSACTIONS

You must promptly review account activity.

If you believe an error has occurred or believe your credentials have been compromised, contact MTFCU immediately.

Reports should include:

- Your name
- Account number
- Description of the issue
- Dollar amount involved

Failure to notify MTFCU promptly may increase your liability under applicable law.

SECTION 15

ELECTRONIC FUNDS TRANSFER DISCLOSURE

For consumer accounts, Electronic Funds Transfers are subject to Regulation E.

Covered transactions may include:

- ATM Transactions
- Debit Card Transactions
- Automated Transfers
- ACH Transactions
- Online Transfers
- Mobile Banking Transfers

Consumers shall receive error resolution rights and protections required under applicable law.

SECTION 16

LIMITATION OF LIABILITY

MTFCU shall not be responsible for losses resulting from:

- Internet disruptions
- Telecommunications failures
- Electrical outages
- Natural disasters
- Cyberattacks outside reasonable control
- Third-party service provider outages

Except where prohibited by law, MTFCU's liability shall be limited to actual damages directly caused by its gross negligence or willful misconduct.

SECTION 17

AVAILABILITY OF SERVICES

Digital Banking services may be unavailable due to:

- Maintenance
- Upgrades
- Emergencies
- Security Events

- Vendor Interruptions

MTFCU reserves the right to suspend services to protect members, systems, or operations.

SECTION 18

PRIVACY AND CONFIDENTIALITY

Member information is protected in accordance with:

- Gramm-Leach-Bliley Act (GLBA)
- MTFCU Privacy Notice
- Information Security Policies
- Applicable State and Federal Laws

Privacy practices are described in MTFCU's separate Privacy Notice.

SECTION 19

FRAUD PREVENTION

MTFCU may:

- Place holds on transactions.
- Delay processing.
- Restrict access.
- Suspend accounts.
- Require additional verification.

These actions may occur without prior notice when fraud or security concerns exist.

SECTION 20

TERMINATION OF SERVICES

MTFCU may suspend or terminate Digital Banking access if:

- Accounts are closed.
- Fraud is suspected.
- Security risks are identified.
- This Agreement is violated.
- Regulatory requirements necessitate action.

Members may discontinue use at any time by notifying MTFCU.

SECTION 21

BUSINESS ACCOUNT USERS

Business accounts may be subject to:

- Separate Treasury Management Agreements
- ACH Origination Agreements
- Wire Transfer Agreements
- Commercial Online Banking Agreements

Business users may have different rights than consumer accounts under applicable law.

SECTION 22

AMENDMENTS

MTFCU may amend this Agreement at any time.

Notice shall be provided as required by applicable:

- Federal law
- NCUA regulations

- Account agreements

Continued use of Digital Banking constitutes acceptance of revised terms.

SECTION 23

GOVERNING LAW

This Agreement shall be governed by:

- Federal law
- NCUA rules and regulations
- Applicable state law
- MTFCU account agreements
