

**Mutual Savings Credit Union
Internet Banking/
Electronic Statement (e-statement)
Disclosure Agreement**

Internet Banking

Mutual Savings Credit Union Internet Banking Agreement and Disclosure Agreement is the contract which covers your and our rights and responsibilities concerning Internet Banking services offered to you. In this Agreement, the words “you” and “yours” mean those who sign the Membership Application or any Internet Banking application form. The words “we,” “us,” and “our” mean the Mutual Savings Credit Union (“Credit Union”). The word “account” means any one or more share accounts you have with the Credit Union.

By signing a Membership Application or completing and transmitting that you agree to the Internet Banking /Electronic Statement Disclosure Agreement authorization on the Internet Banking service, you agree to the following terms governing your and our rights and responsibilities concerning the Internet Banking electronic funds transfer services. Electronic funds transfers (“EFTs”) are electronically initiated transactions involving your deposit accounts at the Credit Union through your personal computer Internet Banking.

1. Internet Banking Services. Upon approval, you may use your personal computer to access your accounts. As part of the agreement you agree to receive e-statements each statement period. You must use your Internet Banking password to access your accounts. The Internet Banking service is accessible seven (7) days a week, 24 hours a day. You will need a personal computer and access to the Internet (World Wide Web). You are responsible for the installation, maintenance and operation of your computer. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer. At the present time, you may use the Internet Banking service to:

- * View and download e-statements
- * Transfer funds between your savings, checking, and loan accounts.
- * Review account balance and transaction history for your savings, checking, and loan accounts.
- * Review information on your loan account including, due dates, finance charges and balance information.
- * Request a check withdrawal from your savings, checking, and/or loan accounts.
- * Order stop payments on checks.

* Enable mobile banking

* Download account history into your personal financial software.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit account will be subject to your Credit Agreement and Disclosures, as applicable.

You must contact the credit union office for any loan payoffs.

2. Internet Banking Service Limitations. The following limitations on Internet Banking transactions may apply:

Transfers. You may make funds transfers to your other accounts as often as you like. However, transfers from your savings accounts will be limited to a total of six (6) in any one month.

TRANSFER LIMITATIONS - For all savings, Christmas Club, and Money Market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. If you do not use the Internet Banking Service for 100 calendar days, we reserve the right to terminate your service.

Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.

E-Mail. The Credit Union may not immediately receive E-mail communications that you send and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number in Section 4.

3. Security of Password. The password that you select is for your security purposes. The password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your password. You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts. If you authorize anyone to use your password, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of your password and the Credit

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Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

4. Member Liability. You are responsible for all transfers you authorize using the Internet Banking services under this Agreement. If you permit other persons to use your password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your password and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For Internet Banking transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. Your liability for unauthorized loan transactions through the Internet Banking service is \$50.

Also, if your statement shows Internet Banking transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions.

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(800) 950-6728, fax (205) 682-1193 or write:

Mutual Savings Credit Union, PO Box 362045, Birmingham, AL 35236

5. Business Days. Our business days are Monday through Friday. Holidays are not included.

6. Fees and Charges. There are certain charges for electronic fund transfer services as set forth below. From time to time, the charges may be changed. We will notify you of any changes as required by law. The Internet Banking service is free.

7. Right to Receive Statements. Transfers and withdrawals transacted through Internet Banking will be recorded on your monthly statement.

8. Account Information Disclosure. We will disclose information to third parties about your account or the transfers you make: * As necessary to complete transfers; * To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant; *To comply with government agency or court orders; *If you give us your express permission.

9. Credit Union Liability for Failure to Make Transfers. 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, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable.

*If you used the wrong password or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and bill payment transaction.

*If your computer fails or malfunctions or the Internet Banking service was not properly working and such problem should have been apparent when you attempted such transaction.

*If circumstances beyond our control (such as fire, flood, telecommunication outages, or strikes, equipment or power failure) prevent making the transaction.

*If the funds in your account are subject to an administrative hold, legal process or other claim.

*If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.

*If the error was caused by a system beyond the Credit Union's control such as a telecommunications system or Internet service provider.

*If there are other exceptions as established by the Credit Union.

10. Termination of Electronic Fund Transfer Services. You agree that we may terminate this Agreement and your electronic fund transfer services, if you, or any authorized user of your Internet Banking services or password breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your Accounts or password or if you wish to receive paper statements. In addition, we reserve the right to terminate the service if you fail to use the service for 100 calendar days. You or any other party to your account can terminate this Agreement by notifying us in writing or calling (800) 950-6728. Termination of service will be effective the first business day following receipt of your notice. You understand if you opt-out of e-statements you will no longer have access to home banking. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination. You agree we may terminate any service within Internet Banking, at our discretion without prior notice to you.

11. Notices. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

12. Billing Errors. In case of errors or questions about your Internet Banking transactions,

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telephone us at the phone numbers or write us at the address set forth in Section 4, paragraph 3 as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

* Tell us your name, account number, and the dollar amount of the suspected error.

* Describe 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 tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly.

For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not recredit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

13. Enforcement. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you.

Electronic Statements (e-statements)

Electronic Delivery of Statements and Notices

By accepting the "Mutual Savings Credit Union Electronic Statement (e-statement) Disclosure Agreement", you consent and agree that Mutual Savings Credit Union (MSCU) may provide certain disclosures and notices to you in electronic form, in lieu of paper form, including electronic delivery of statements (e-statements) for your MSCU deposit account(s).

Definitions

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As used in this Agreement, the words “we”, “our”, “us”, and “MSCU” mean Mutual Savings Credit Union. “You” and “your” mean the account owner(s) authorized to receive e-statements under this agreement. “Account” or “accounts” mean your deposit accounts at MSCU.” NetTeller” is referred to as home banking. “Business days” means Monday through Friday excluding Federal holidays.

Scope of Consent for Electronic Delivery of Statements

Your consent to receive e-statements covers the periodic statements you are provided in connection with your MSCU deposit account(s). E-statement service is automatic with home banking enrollment. Your consent also covers disclosures that are required with your account statements, including, but not limited to, the errors resolution notice required by the Electronic Fund Transfer Act, as well as marketing information on products and/or promotions that MSCU may provide to you electronically. By using e-statements, you accept and agree to be bound by the general terms and conditions governing e-statements, including without limitation all the terms and conditions in this agreement. You agree to be bound by any and all laws, rules, regulations and official issuances applicable to e-statements now existing or which may hereafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services that MSCU may from time to time make available to you in connection with e-statements.

MSCU has absolute discretion to make e-statements available to you. Further, MSCU has the discretion from time to time and upon giving notice to you to modify, restrict, withdraw, cancel, suspend or discontinue e-statements without giving and reason and you understand that by using e-statements after any modification or change has been effected, you would have agreed to such modification or change.

You understand that after your first use of Home Banking MSCU will discontinue mailing paper account statements to you. All statements for that account will be e-statements which you will access through MSCU’s Home Banking to obtain, review, print, and copy/download your periodic deposit account statements. Each month we will send an email notice to you advising you of the availability of your e-Statement with instructions on how to access your e-statement. You may then access your e-statement via the procedures that we authorize. Your electronic statement will be available for viewing for a period of eighteen (18) months (or such period as decided by MSCU and notified to you) from the applicable statement date.

Scope of Consent for Electronic Delivery Notice

Your consent to receive electronic notices covers any notice or other type of communication provided to you pursuant to the terms of this Agreement when you access our home banking system.

We will send all statements via e-mail to the last known email address provided by you. You agree to notify us promptly of any change of your email address.

Mutual Savings Credit Union Statement Procedures

All of your associated accounts under this primary account number will be enrolled for e-statements upon your first use of home banking.

You will receive an automated notification e-mail shortly after the end of each statement period informing you that your e-Statement is ready for viewing as well as information on how to access your e-statement. In order to access your e-Statements, you must log in to MSCU's Home Banking service and click on the e-statements tab, check the statement you wish to view and then click display.

MSCU has the absolute discretion, without giving any reason or notice, to reject any of your requests for enrollment in home banking.

Duty to Review Periodic Statements

You must promptly access/review your e-statement and any accompanying items and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity. If you allow someone else to access your statement, you are still fully responsible to review the statement for any errors, unauthorized transactions, or any other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the e-Statement email notification date regardless of when you access and/or review your e-statement. If you do not immediately report to MSCU any non-receipt of e-statements or any error, irregularity, discrepancies, claims or unauthorized debits or items, you shall be deemed conclusively to have accepted all matters contained in the e-statements to be true, accurate and correct in all respects.

Change of Mailing Address, Email Address, and Other Information

You agree to notify us immediately of any change in your mailing address, e-mail address or other particulars relevant to this Agreement. To notify us please go to www.mutualsavings.org and log into our home banking service, select the Profile tab to change your email address and physical/ mailing address or you may visit the nearest branch. *Note that you must provide us with an email address in order to use the home banking service.*

Joint Accounts

If your MSCU account is owned jointly with another person, either one of you may consent to receive electronic disclosures and e-statements and that person's election to access e-statements shall apply to both of you. MSCU will automatically turn off the paper statement for that account when the first e-Statement has been made available.

Security

You agree that MSCU shall not be liable if you are unable to gain access to the website or MSCU system from time to time. You understand that some or all of the e-statement services and/or other MSCU system services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond MSCU's control.

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your e-statement for each of your MSCU accounts as soon as you can access it. You agree to protect the confidentiality of your account and account number and your personal identification information. You understand that personal identification by itself or together with information related to your account, may allow unauthorized access to your account. You acknowledge that the internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the internet, or email transmitted to and from us, will not be monitored or read by others.

In order to help protect your personal information, we recommend that you install firewalls, anti-virus, and spyware protection software (and update as required) on your computer. We also recommend that you update your operating system and browser application on a periodic basis to better protect your computer and home banking sessions.

MSCU does not warrant the security or confidentiality of any information transmitted through and applicable Internet service provider, information/communication network service provider, network system or such other equivalent system in any jurisdiction via e-statements.

Disclaimer of Warranty and Limitation of Liability

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the e-statements provided to you under the Agreement. We do not and cannot warrant that the e-statement service will operate without error, or that e-statement service will be available at all times. Except as specifically provided in this Agreement, or otherwise required by Law, you agree that our officers, directors, employees, agents, or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under the Agreement or by reason of your use of the e-statement service, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

Mutual Savings Credit Union makes no warranty that:

- The service will be uninterrupted, timely, secure or error-free
- The service will meet your requirements
- The results that may be obtained from the use of the service will be accurate or reliable
- The quality of any products, services, information or other material purchased or obtained by you through the service will meet your expectations
- Any errors in the software will be corrected

Mutual Savings Credit Union shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use data or other intangible losses resulting from:

- The use or the inability to use the service

- The cost of procurement of substitute goods and services resulting from any goods, data information or services purchased from the service
- Unauthorized access to your transmission
- Unauthorized alteration of your data
- Statements or conduct of the third party service provider
- Any other matter relating to the service

Mutual Savings Credit Union cannot control information on other websites. We are not responsible for the content or privacy of websites linked from Mutual Savings Credit Union's websites. Please review the privacy policy of the service provider.

Our Right to Terminate

You agree that we can terminate the e-Statement service and revert to printed statements for any reason at any time.

E-statement service will cease when you have not accessed your home banking account for a period of 100 days.

Communications between Mutual Savings Credit Union and You

You can use e-mail to communicate with MSCU by visiting www.mutualsavings.org and clicking on the Mailbox link in the contact us link. However, mail is not available to initiate transactions on your accounts. Since we may not receive it immediately, you should not rely on e-mail if you need to communicate with us right away (e.g., to report an unauthorized transaction). If you need to contact us immediately, you can call us at 1-800-950-6728, Monday through Friday from 8:30 a.m. – 5:00 p.m. CT.

Requesting a Paper Copy of Your Account Statement

You can request a paper copy of your account statement by calling us at 1-800-950-6728. Refer to our current fee disclosure for any applicable fees for statement copies.

Your right to Opt-Out

You or any other party to your account can terminate this Agreement by notifying us in writing or calling 1.800.950.6728. Termination of service will be effective the first business day following receipt of your notice. You understand if you opt-out of e-statements you will no longer have access to home banking.

Additional Terms and Conditions of your Electronic Statement Disclosure Agreement

This Agreement is in addition to the terms and conditions described in the Regulation E Agreement, the Consumer and Business Master Account Agreement and Disclosures; corresponding fee schedules; or any other documentation which relates to your account(s), collectively referred to as the "Account Agreement and Disclosures" that were given to you at account opening. To the extent that this Agreement is inconsistent with any of the terms and conditions contained in the Account Agreement and Disclosures, the terms and conditions of this Agreement shall control with respect to the e-statements. You should review those agreements

for any applicable fees, for limitations on the number of transactions you can make and for other restrictions that might impact your use of an account with e-statements and home banking.