

# MISSION FEDERAL CREDIT UNION AGREEMENTS AND DISCLOSURES

## My Mortgage Online Access Agreement and Disclosure

The terms and conditions of this Agreement shall apply to and govern your electronic access and use of the “My Mortgage” online site that allows you to view mortgage and home equity loan details, make payments and access other information and services (“Services”) currently offered or that may be offered by Mission Federal Credit Union (“Mission Fed”).

The words “you,” “your,” “signer,” and “owner” refer to any owner or signer on an account, any authorized representative entitled to the Services as well as anyone you permit to access your account(s).

All agreements, disclosures, rules, and regulations applicable to your account, including other agreements you have with Mission Fed, now or in the future, remain in effect and are made a part of this Agreement by reference unless specifically modified.

- 1. RELATION TO OTHER AGREEMENTS** – You agree that by using the Services, or allowing another to access your account(s) via the Services, that you have received a copy of, and also agree to be bound by Mission Fed’s agreements and disclosures including the Account Agreements and Disclosures, the Truth in Savings Act Disclosure, the Checking Account Disclosure, Mobile and Online Banking Agreement and all applicable loan agreements and disclosures. These agreements and disclosures constitute the agreement between you and us related to the Services and supplement any other agreement or disclosure related to any of your accounts. In the event of a conflict between this Agreement and any other agreement or disclosure related to any of your accounts, any statement by our employees or agents, or any representation or statement relating to the Services, this Agreement shall control.
- 2. AMENDMENTS** – Mission Fed reserves the right to amend, modify, revoke, or cancel the Services and the terms of this Agreement in accordance with applicable law. We will notify you by sending notice by regular mail, by electronic mail, or by posting the updated terms within the Mobile or Online Banking portal, as required by applicable law. By using the Services after the effective date of any change or amendment, you agree to that change or amendment.
- 3. ACCESS TO SERVICES** – Your Mission Fed Mobile and Online Banking (“Digital Banking”) username and password are required to access the Services. To help safeguard your password, you should change it frequently. Your password can be used to access money and information about your accounts; you are responsible for keeping your password and account data confidential. You agree you will not provide or give access to your password to any person not authorized to transact on your account(s). Disclosing your password constitutes authorization for use by others and you agree to be liable for their actions.
- 4. SOFTWARE REQUIREMENTS**– You are responsible for installation, maintenance, and operation of any device used to access the Services. Mission Fed is not responsible for errors, failures, or malfunctions due to the device you select to access the Services. Statements, notices, tax forms and disclosures will be available in a PDF file format; you will need Adobe® Reader® or another PDF viewer to view the forms and access to a printer to print the forms or have sufficient hard-drive space on your computer to download, store, and

view the information. Adobe® Reader® may be downloaded at the time of document retrieval from the Adobe website at <http://www.adobe.com>. By affirmatively consenting, you confirm that you have access to the necessary hardware and software.

5. **VALID AND CURRENT EMAIL ADDRESS, NOTIFICATIONS AND UPDATES** – Your current valid email address is required for you to utilize the Services. You agree to keep Mission Fed informed of any changes in your email address. If you have multiple real estate loans with Mission Fed, you are required to update your e-mail address for each account.
6. **TRANSACTIONS** – Subject to system availability, you may initiate transactions at any time seven (7) days a week, twenty-four (24) hours a day. Please note that business days are Monday through Friday excluding holidays.
7. **FEES** – Currently, there is no charge to use the Services. You are responsible for all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider. Mission Fed reserves the right to charge for Services. You will be given notice, in accordance with applicable law, before Mission Fed implements fees related to the Services. Refer to the current Real Estate Loan and Consumer Fee Schedules for other fees which may apply to your accounts and loans with Mission Fed including fees for returned loan payments.
8. **TERMINATION OF SERVICES** – We may terminate your use of the Services, in whole or in part, for any reason at any time without prior notice. Your access may, for example, be terminated if any of your accounts are closed or access to any of your accounts is restricted, for any reason. Termination will not affect your liability or obligations under this Agreement for transactions already processed on your behalf.
9. **LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS** – If Mission Fed does not complete a transaction on time or in the correct amount according to our Agreement with you, we may be liable for your losses and damages, however, there are some exceptions. We will not be liable for incomplete transactions under the following circumstances, including, but not limited to: through no fault of Mission Fed you do not have available funds in your account to make the transfer; if the funds in your account are subject to legal process, dispute, or other encumbrance restricting the transfer; if the account is subject to a pledge or security agreement; if there is a malfunction in a Service system or your communication with a Service; if any loan on your account is more than 60 days delinquent; and, if circumstances beyond Mission Fed's control, such as fire, flood, or power failure prevent transaction completion.
10. **LIMITATION OF LIABILITY** – Except as otherwise provided in this Agreement or by law, you hereby expressly release and discharge us so that we are not responsible for any loss, injury, or damage, whether direct, indirect, special, or consequential, economic or otherwise, caused by the Services or your use of the Services. We are not responsible for any products or services relating to your access device, other than those specified in this Agreement. Without limiting the generality of the foregoing, we are not responsible for any loss, damage or injury resulting from (a) an interruption in electrical power, telephone or Internet service; (b) the disconnection of your telephone or Internet service by your service provider (c) deficiencies in communication quality; or (d) any defect or malfunction of equipment you use to access the Services.

11. **NOTICE OF YOUR RIGHTS AND LIABILITIES** – Notify us immediately if you believe your password has been lost or stolen. Telephoning us is the best way to keep potential losses to a minimum. If you believe your password has been lost or stolen or that someone has transferred or may transfer money from any of your accounts without your permission, contact us by telephone at 858.524.2850 or 800.500.6328, in writing to Mission Fed, Contact Center, P.O. Box 919023, San Diego, CA 92191, or visiting any branch. If you tell us within two (2) Business Days after you discover that your password has been lost or stolen, you can lose no more than \$50 if someone used your password without your permission. If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows payments or transfers that you did not make or authorize, contact us immediately. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) prevented you from telling us, we may extend the time periods. For more information, please refer to the Electronic Funds Transfer Agreement within the Truth in Savings Act Disclosure and Agreement ([www.missionfed.com/disclosures](http://www.missionfed.com/disclosures)).
12. **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES** – We will disclose information to third parties about any of your accounts or the payments or transfers you make: if we return checks on your account drawn on non-sufficient funds or if we are unable to complete an electronic transfer because of non-sufficient funds; where it is necessary for completing a transfers; in order to verify the existence and condition of any of your accounts for a third party, such as a credit bureau or merchant; in order to comply with a government agency or court orders; in accordance with our privacy policy; or, if you give us your written permission.
13. **DATA RECORDING** – When you use the Service, information you enter to conduct transactions, account inquiries or other information will be recorded. By using the Service, you consent to such recording.
14. **ACCOUNTHOLDER'S INDEMNIFICATION OBLIGATION** – You understand and agree to indemnify Mission Fed and hold us harmless against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Agreement and Disclosure. I understand and agree that this paragraph shall survive the termination of this Agreement.
15. **WARRANTIES** – I UNDERSTAND THAT MISSION FED DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MISSION FED IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR MISSION FED'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.