

Updated 12-27-22

## **Electronic Notices, Disclosures, and Transactions Agreement**

By accepting the Merrimack Valley Credit Union's ("MVCU") "Electronic Notices, Disclosures, Transactions Agreement", you agree to the terms and conditions listed below that apply to any of the following activities:

- conducting transactions electronically;
- receiving disclosures and notices electronically for an account or loan that you are applying for online; or
- receiving account disclosures and notices to you in electronic form, in lieu of paper form, including electronic delivery of statements (e-Statements) for your MVCU deposit account(s).

If you do not consent, you will still be able to complete these activities in-person at one of our branches, but you will not be given access to conduct them electronically.

**Note:** Consenting to receive communications under this disclosure will not automatically enroll you in e-statements.

The words "we," "us," and "our" refer to MVCU, and the words "you" and "your" mean you, the individual(s) or entity identified on the Account(s). As used in the disclosure, "account" means the account you have with us. "Communication" means any member agreements or amendments thereto, monthly billing or account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product, service or account, including but not limited to information that we are required by law to provide to you in writing.

### **Communications Provided in Electronic Form**

You agree that we may provide you with any communications that we may choose to make available in electronic format, to the extent allowed by law, and that we may discontinue sending paper communication to you, unless and until you withdraw your consent as described below.

Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the account or the product or service available through online banking for your account.
- Notices or disclosures about a change in the terms or change in fees of your account.
- Online banking agreement
- Privacy policies and notices
- Monthly (or other periodic) billing or account statements for your Account(s)
- Lending disclosures

### **Method of Providing Communications in Electronic Form**

All communications by MVCU to you in electronic form will be provided either by:

1. Email
2. Posted on website
3. Online banking
4. Online applications
5. E-statements
6. Email marketing and newsletter tied to a new product or promotion
7. Online ads
8. Digital marketing

**Note:**

- At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications.
- MVCU will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however, your access and use of Online Banking may be terminated.
- Any withdrawal of your consent to receive electronic Communications will be effective after a reasonable period of time to process your withdrawal.

**How to Request Paper Copies**

MVCU will never send you a paper copy of any communication, which is available electronically, unless requested.

- You can obtain a paper copy of an electronic communication by printing it yourself, or by a mailed paper copy.
- You can request a mailed paper copy by writing us at PO Box 909, North Andover, MA 01845, visiting [mvcu.com/contact-us](http://mvcu.com/contact-us), calling 800-356-0067 or contacting your nearest MVCU branch location.
- The Credit Union may charge you a reasonable service charge for requested mailed copies but will notify the member of the charge prior to completing the request.
- The Credit Union reserves the right, but assume no obligation, to provide a paper (instead of electronic) copy of any communication that you have authorized us to provide electronically.

**Updating Your Records**

You can update your information by writing us at PO Box 909, North Andover, MA 01845, visiting [mvcu.com/contact-us](http://mvcu.com/contact-us), accessing the Settings section of your online/mobile banking, calling 800-356-0067 or contacting your nearest MVCU branch location.

- It is the member's responsibility to provide MVCU with accurate and complete email address and contact information.
- It is the member's responsibility to maintain and update promptly any changes in your information.

**Hardware and Software Requirements**

To Participate in Online Banking and to access, view, and retain electronic Communications your system will need the following requirements:

- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit and/or a personal printer in order to save and retain your electronic Communication
- A working email account that is up to date with us
- A device with a Windows or Apple OS X computing platform, or an Android or iOS mobile platform.
- Access to the internet through your internet service provider (ISP)
- Ability to open a PDF
- PC: Microsoft supported Windows version running one of the two most recent versions of Microsoft Edge, Google Chrome, Mozilla Firefox, or Safari.
- OSX: Versions that are still supported by Apple running one of the two most recent versions of Microsoft Edge, Google Chrome, Mozilla Firefox, or Safari.
- Mobile devices: last two releases of iOS or Android v8.0 and above, and one of the last two major versions of Chrome for Android or Mobile Safari

**Note:** MVCU is not responsible for any electronic virus or viruses a member may encounter. It is MVCU's recommendation for the member to perform routine scans for your PC by using a virus protection product.

### **Communications in Writing**

All Communications in either electronic or paper format from MVCU to you will be considered "in writing." You should print or download a copy of this Disclosure for your records and any other communication that is important to you.

### **How to Cancel Electronic Communications**

You may withdraw your consent to receive communications at any time in electronic form by:

1. Writing us at PO Box 909, North Andover, MA 01845
2. Visiting [mvcu.com/contact-us](http://mvcu.com/contact-us)
3. Calling 800-356-0067
4. Contacting your nearest MVCU branch location.

### **Termination / Changes**

MVCU reserves the right, in sole discretion, to discontinue the provision of your electronic communications, or to terminate or change the terms and conditions on which we provide electronic communications. MVCU will provide you with notice of any such termination or change as required by law. It may be necessary to change the terms or conditions regarding your statement access. In such an event, MVCU will notify you via email communications or written notification.

### **Federal Law**

You acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and MVCU both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

### **Merrimack Valley Credit Union Online Banking Agreement and Disclosure**

This Online Banking Agreement and Disclosure is the contract which governs your and our rights and responsibilities concerning the Online Banking and Bill payment services offered to you by Merrimack Valley Credit Union ("MVCU"). This agreement applies to all persons that are parties to the accounts. In this Agreement, the terms "you" and "your" refer to each depositor on the account accessible by Online Banking, and the terms "we", "us", and "our" refer to Merrimack Valley Credit Union. The term "account" refers to any one or more share and share draft accounts you have with us. Your accounts at MVCU are also governed by the Membership Agreement and applicable account disclosures obtained at account opening ("Membership Agreement and Disclosure Statements"). The Membership Agreement and Disclosure Statements continue to govern your relationship with MVCU in addition to this Agreement. Merrimack Valley Credit Union will provide instructions on how to use our online banking services. You will gain access to your online accounts through the use of your Internet-enabled device(s), your Internet service provider, your User ID, your Password, and agreeing to the terms and conditions set forth. You may access your online accounts 24 hours a day, seven days a week. However, the availability of services may be suspended for brief periods of time for purposes of maintenance, updating, software revisions, or emergencies.

Your strict compliance with this Agreement and all other agreements with MVCU is a condition to your ability to access and use Online Banking for any of its features. You agree that you will not use Online Banking in any unauthorized manner. We may terminate Online Banking access at any time.

Users that are inactive for over 12 months may be deleted from the system at MVCU's discretion.

If you wish to cancel any of the Online Banking services offered through Online Banking and thus this Agreement, please send us cancellation instructions in writing to Merrimack Valley Credit Union, PO Box 909, North Andover, MA 01845. We are not responsible for any fixed payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by us on your behalf.

The services you may access through Online Banking include:

- Transfer funds from checking to savings
- Transfer funds from checking to checking
- Transfer funds from savings to checking
- Transfer funds from savings to savings
- Make payments from checking to loan accounts with us
- Make payments from savings to loan accounts with us
- Transfer funds from a line of credit to checking
- Transfer funds from a line of credit to savings
- Transfer funds to MVCU accounts from external accounts you own at another financial institution.
- Transfer funds from MVCU accounts to external accounts you own at another financial institution.
- Get information about:
  - the account balance of checking accounts
  - the last eighteen months history to checking accounts
  - the account balance of savings accounts
  - the last eighteen months history to savings accounts
  - the balance of consumer loans
  - the last eighteen months history of consumer loans

All other existing fees as outlined in the Membership Agreement and Disclosure Statements or the current fee schedule for particular products or services may be applied to Online Banking transactions as applicable.

The services you may access through Bill Payment include:

- Make payments from checking to third parties such as utilities, credit cards, telephone, etc. Please allow up to four days for electronic payments and ten days for payments made by check to third parties.

If you have signed up for bill payment service, you can pay bills either on an automatic recurring basis or periodically as you request. You will need to designate which account(s) will be used for bill payment. You will need to provide us with the name and address of the payee, your account number with that person and any other information we will require to debit your account with us and credit your account with the payee. Any changes such as account numbers, adding or deleting payees can be entered in the appropriate fields within the bill payment section of Online Banking. Bill payments process on business days at 4:00 p.m. and 3:00 a.m. EST. Expedited payments process immediately. We reserve the right to change the process times.

You may make bill payments in any amount but they cannot exceed \$9,999.99 per transaction or \$19,999.99 per day.

MVCU may suspend or terminate bill pay access if the account is in collections or if there is abuse of the service.

### **Supported Browsers and Devices**

Computer hardware and software are required to access Online Banking. You will need a web browser with 128-bit encryption. We do not assume any responsibility for providing, maintaining or supporting the hardware and software required for member access to Online Banking. Our current supported browsers include:

- Google Chrome: Latest 2 versions
- Firefox: Latest 2 versions
- Microsoft Edge: Latest 2 versions
- Safari: Last 2 major versions or 1 major version if over 1 year old
- Chrome for Android: Last 2 major versions
- Mobile Safari for IOS: Last 2 major versions

An alert will appear if you access online banking through a browser that is not supported.

Our online banking supports Windows and Apple OS X computing platforms as well as Android and IOS mobile platforms. Our current supported devices include:

- Windows: versions that are still supported by Microsoft and support a browser listed above
- OSX: versions that are still supported by Apple and support a browser listed above
- Android: v8.0 and above
- IOS: the last 2 major releases

### **Online Banking Passwords**

You agree to keep the password safe and to not record, disclose or make the password available to anyone. Anyone who has access to your password will have full access to your accounts and the services you can perform on Online Banking. You have no ability to limit any such person's authority. If anyone uses your password with your permission, you will be responsible for any transactions performed by that person.

In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, or User ID;
- Do not leave your PC or mobile device unattended while you are in the Credit Union's Online Banking site;
- Do not allow your Internet browser to store your Online Banking User ID or Password;
- Never leave your account information within range of others;
- Do not send privileged account information (account number, Password, etc.) via any public or general e-mail system;>
- Keep your virus protection up to date;
- Joint account owners should register for their own login for online banking;

If you believe your Password has been lost or stolen, please use the Change Password feature under the Profile tab of the service to change your Password.

Tell us AT ONCE if you believe your Password has been lost or stolen. Telephoning us is the best way of reducing your possible losses. You could lose all the money in your accounts. If you tell us within 2

business days after you learn of the loss or theft of your Password, you can lose no more than \$50 if someone used your Password without your permission. 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. 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, (800)356-0067 or write to us at Merrimack Valley Credit Union, 500 Merrimack Street, Lawrence, MA 01843.

### **Business Days**

Our business days are Monday through Friday excluding Federal Holidays.

### **Limitation of Frequency of Transfers**

For savings and money market accounts you may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party during any calendar month (or statement cycle of at least four weeks). A reauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person, by mail or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us.

Retail Online Banking Transaction Limits:

- Daily External Transfers---\$2,500
- Weekly External Transfers---\$3,500
- Monthly External Transfers---\$10,000

External transfers are processed business days at 1:00 p.m. EST. All external transfers must be entered by 12:00 p.m. EST on a business day to be included in that date's processing.

### **Your Right to Receive Documentation of Transfers**

You will receive a monthly account statement from us for your checking accounts. You will receive a monthly account statement from us for your savings accounts unless there are no transfers in a particular month. In any case you will receive a statement at least quarterly.

### **Confidentiality**

In order that your privacy may be protected, we will not disclose any information about you or your account to any person, organization, or agency except:

- For certain routine disclosures necessary for the completion of a transfer;
- For verification of the existence and condition of your account for a credit bureau or merchant;
- To persons authorized by law in the course of their official duties;
- To our employees, auditors, service providers, attorneys or collection agents in the course of their duties;
- Pursuant to a court order or lawful subpoena;
- To a consumer reporting agency as defined in Chapter 93 of Massachusetts General Laws.

## **Right to Stop Payment and Procedure for Doing So**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Call (800)356-0067, write to us at 500 Merrimack Street, Lawrence, MA 01843, or submit a request through Online Banking in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you for each stop payment order. The charge for stopping payment is identified in our current fee schedule and may be amended from time to time.

## **Liability for Failure to Stop Payment of Preauthorized Transfer**

If you order us to stop a preauthorized transfer three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## **Error Resolution Notice**

In case of errors or questions about your electronic transfers, telephone us at (800)356-0067 or write us at Merrimack Valley Credit Union, 500 Merrimack Street, Lawrence, MA 01843.

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 or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. You must include:

- Your name and account number;
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;
- The dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the transaction involves a new account) after we hear from you and will correct any error promptly. If we need more time however, we may take up to 45 calendar days (90 days if the transaction involves a new account, a point of sale transaction or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transaction involves a new account) 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 10 business days, we may not credit your account. Your account is considered new for the first 30 days after the first deposit is made unless each of you already has an established account with us before this account was opened. We will tell you the results within 3 business days after completing the investigation. If we decide there was no error, we will send you a written explanation. You may inspect or ask for copies of the documents that we used in our investigation.

## **Financial Institution's Liability**

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;
- if you have an overdraft line and the transfer would go over the credit limit;

- if the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- if circumstances beyond our control (such as fire or flood) prevent the transfer, despite any reasonable precautions that we have taken;
- if the funds are subject to legal process or other encumbrance restricting such transfer; or

there may be other exceptions stated in our agreement with you.

#### **Addition of Electronic Fund Transfer Services**

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. We may, from time to time, introduce new services or enhance the existing services. We shall notify you of the existence of these new or enhanced services. By using these services when they become available, you agree to be bound by the obligations concerning these services, which will be sent to you.