

***Mountain Laurel Federal Credit Union***  
***“Where it’s Good to be a Member”***

***MLFCU Online Banking Agreement***

I, the applicant, in consideration of Mountain Laurel FCU issuing me a MLFCU Online Banking authorization protocol (Login ID and Password) hereby agree to be legally bound by the following Terms and Conditions.

**Acknowledgement:**

I am an owner/authorized user of the accounts listed on my application form. I hereby request that MLFCU issue me a Login ID and password to be used to access these accounts through the MLFCU Online Banking system.

**Access:**

I understand that I will be able to access my account(s) to view balances, account history, transfer funds between accounts, and make loan payments, all depending on what type of access I have designated for my account(s).

**Security:**

I understand that MLFCU Online Banking is offered as a secured environment (as long as I use a secure browser) in order to afford protection for account numbers, account balances, and other personal data that may be transmitted by or to me through the Internet. I agree to change my Password upon my initial access to the system. I agree that I will designate what my new password will be and that MLFCU will not be able to determine what that password is, for security reasons. I further agree that MLFCU will not be responsible for monitoring transactions to determine if they were indeed made by the authorized user. I agree that I am responsible for the security of my Login ID and Password and I agree to properly safeguard this information.

**Liability:**

I agree to contact MLFCU immediately if I believe that my Login ID and Password have been lost or stolen or if unauthorized transactions have taken place on my account(s). I also agree that if my monthly statement shows transaction(s), which I did not make, and I do not contact MLFCU within 60 days after the statement was mailed to me, I may not get back any money lost after that time. I agree that if I give my Login ID and Password to someone else to use, I am authorizing them to act on my behalf and I will be responsible for any use of the MLFCU Online Banking system by them.

If MLFCU does not complete a transfer on time or in the correct amount, MLFCU will be liable for my loss and damages. However, there are some exceptions; MLFCU will not be liable:

- If, through no fault of MLFCU, there are insufficient funds in my account to complete that transaction.
- If the funds in my account are unavailable.
- If the funds in my account are subject to legal process.
- If my account is frozen because of a delinquent loan.
- If I, or anyone authorized by me, commits any fraud or violates any law or regulation.
- If any part of the transfer system is not working properly and I knew about the problem when the transfer was initiated.
- If circumstances beyond MLFCU’s control (such as fire, flood, or power failure) prevent the transaction.

**Disclaimer of Warranty:**

MLFCU Online Banking is provided without warranty of any kind on an “AS IS” basis. You assume any risk in using the Online Service. No guaranties, warranties or representation are made regarding correctness, accuracy, or reliability concerning your use of MLFCU Online Banking. We make no warranty either expressed or implied including, but not limited to, implied warranties of merchantability and fitness for a particular purpose as to MLFCU Online Banking unless disclaiming such warranties are prohibited by law.

**Fees:**

I agree to pay the charges or transaction fees which are charges by MLFCU for this service. I understand that these charges may be charged from time to time. Charges will be deducted from the checking account that I have designated for this purpose on the enrollment form.

**Documentation:**

By signing this agreement, I understand I will receive my monthly electronic statement using the e-statement feature. If I wish to receive a paper statement, I understand that there will be a \$5.00 monthly fee and I will notify the credit union of this request.

**Cut off times for MLFCU Online Banking Transactions:**

I understand that any transfer, loan payment(s) or withdrawal request made through the MLFCU Online Banking system prior to 4:00 PM Eastern Standard Time will be posted on the same business day (Monday – Wednesday), 5:00 PM Eastern Standard Time (Thursdays), and 6:00 PM Eastern Standard Time on Fridays. Any transaction that occurs after the said times will be posted on the next business day, excluding Saturdays, Sundays and Holidays.

**Terminations of MLFCU Services:**

MLFCU reserves the right to terminate this agreement and your access to the service at any time without prior notifications. You may terminate this service by providing written notice via mail or hand delivered notice at any time. If there is a joint account holder on your account who has access to this service, either account user may terminate this service by written notice. We will terminate your service upon receipt of your written notice within three (3) business days of our receipt of your written instructions to cancel this service. Any outstanding fees incurred in connection with this service remain your responsibility following termination.

**Amendments:**

I agree that from time to time MLFCU may amend or change the terms of this Agreement including amendments or changes to this MLFCU Online Banking system or to amend or change the charges for these services. MLFCU may do so by notifying me in writing of such amendment or changes and my use of the MLFCU Online Banking system after the effective date of any such amendments of changes shall constitute my acceptance of and agreement to such amendments or changes.

**Account Information Disclosure:**

MLFCU will maintain the confidentiality and privacy of your account information in accordance with our privacy policy, which is available at the credit union. However, we will disclose information to third parties about your account or the transfers you make in the following limited circumstance:

- As necessary to complete transfers.
- To verify the existence of sufficient funds to cover specific transactions upon 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.

**Disclosures:**

I hereby acknowledge my rights to use the MLFCU Online Banking System under this agreement as well as the terms, conditions and agreements originally disclosed to me at the time I opened my MLFCU account(s). This includes, but is not limited to, the Membership and Account Agreement, the Funds Transfer Agreement, Protecting the Privacy of Customer Information, Privacy Notice and Disclosure and all material disclosures regarding the operations of loan accounts. I understand that failure to comply with regulations outlined in the mentioned disclosures as well as any use of this system other than its intended purpose will be grounds for termination of this service and could also result in additional prosecution and penalties as allowed by law.

Account Number \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
Print Member Name

\_\_\_\_\_  
Member Signature\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Joint Member Name

\_\_\_\_\_  
Joint Member Signature

\_\_\_\_\_  
Date

- If Primary Owner is a minor, we require joint owner\*s (adult) signature to authorize MLFCU Online Banking access to this account.

Verified by: \_\_\_\_\_

Date: \_\_\_\_\_

# ***Mountain Laurel Area Federal Credit Union***

## ***Online Banking Application***

Online Internet Banking is now available to all members of the Mountain Laurel Federal Credit Union. By using this service a member can view balances, transfer funds and see transaction history. Members can also download account statements electronically when they become available. To use the online banking program, just log onto the credit union website at [www.mlfcu.net](http://www.mlfcu.net).

You must be signed up and entered in the database to use this free service. If you would like to participate in this service, please print out this form, fill it in and return it to any credit union office. **You will also need to sign and return the online banking agreement form.**

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I would like to participate in the Mountain Laurel Federal Credit Union Online Banking Program.

Account # \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Name: (Please print) \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Social Security # : \_\_\_\_\_ Date of Birth: \_\_\_\_\_

By signing this agreement, I agree to receive my e-statements electronically.  
(Member will download their statement from the Online Banking site.)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Member Signature Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

Once this form is received by the credit union online banking co-coordinator, it may take up to 5 days or less to process.

Staff Signature: \_\_\_\_\_ Completed date: \_\_\_\_\_