

Greater KC Public Safety Credit Union

Electronic Communication Consent, Online Banking Agreement and Disclosure, and SMS Text Banking Terms and Conditions Disclosure

Section 1: Electronic Communication Consent

This Electronic Communication Consent form (Consent) provides important information required by the Electronic Signatures in Global and National Commerce Act (E-SIGN Act). Please review this document carefully and print a copy for your reference; you can access an online copy by going to our website at www.publicsafetycu.org.

Scope of Agreement. You are applying for a product or service with Greater KC Public Safety Credit Union (the "credit union"). This document informs you of your rights and obligations when receiving certain disclosures and communications from the credit union, including legal and regulatory disclosures and communications, notices or disclosures about changes to the terms of your Account, electronic statements, and privacy policies and notices.

Consent to Receive Disclosures Electronically. When you use a product or service to which this Agreement applies, you agree that we may provide you with any communications in electronic format, and that we may discontinue sending paper communications to you. You understand that the date that an e-mail notice of availability of the document is delivered to you will be the delivery date for purposes of regulatory requirements. You also agree that this Agreement applies to all currently eligible accounts or applications you have with the credit union as well as eligible accounts you may open or applications you may make with the credit union in the future.

Requesting a Paper Copy of Disclosures. You may request a paper copy of any disclosure received electronically under this Agreement by calling the credit union at 816.504.2800 or 1.800.338.8567, Monday through Friday, excluding holidays, between 9 a.m. and 5 p.m., Central Time. Requesting copies may result in a fee. See our Fee Schedule for more information.

Right to Withdraw Consent. You may terminate this Agreement at any time by calling the credit union at 816.504.2800 or 1.800.338.8567, Monday through Friday, excluding holidays, between 9 a.m. and 5 p.m., Central Time. Any withdrawal of your consent to receive electronic communications will be effective only after we have a reasonable period of time to process your withdrawal.

Hardware and Software Requirements. The minimum requirements to view your disclosures electronically are Internet access; a device that meets the minimum hardware and software requirements specified by your Internet browser software; an Internet browser that supports 128-bit Secure Sockets Layer (SSL) encryption, and Adobe Reader (<http://www.adobe.com>). Suggested browsers are the latest versions of Internet Explorer (<http://www.microsoft.com/ie>), Mozilla Firefox (<http://www.mozilla.com>), Google Chrome (www.google.com/chrome), Apple Safari (www.apple.com/safari). To print or download electronic records of documents, you must have a printer connected to your computer or sufficient free space on your hard drive. If we change the hardware or software to communicate electronically with you and our change materially affects your ability to access or receive communications electronically, we will notify you of the changes and provide you with a statement of your right to withdraw consent.

Change of E-mail Address. You should keep us informed of any change in your electronic mailing address by going to our website at www.publicsafetycu.org and log in to Online Banking. If you are not enrolled in Online Banking, you can inform us of your electronic mailing address by calling the credit union at 816.504.2800 or 1.800.338.8567, Monday through Friday, excluding holidays, between 9 a.m. and 5 p.m., Central Time. You agree that you are responsible for providing us with your current email address.

Your Ability to Access Disclosures. By clicking the "Agree" button, you acknowledge that you can access the electronic disclosures in the designated formats described above, and that you understand and consent to be bound by the terms, conditions and requirements of this Agreement.

Section 2: Online Banking Agreement and Disclosure

This Agreement is the contract which covers your rights and responsibilities concerning Online Banking, Online Bill Payment ("Bill Pay"), and Electronic Statement ("e-Statement") services offered to you by Greater KC Public Safety Credit Union. In this Agreement, the words "you" and "yours" refers to those who submit an Online Banking authorization form. The words "we", "us," and "our" mean the Greater KC Public Safety Credit Union ("Credit Union"). The word "account" means any one or more share or other accounts you have with the Credit Union.

By submitting your online authorization to use the Online Banking service, you agree to the following terms governing your and the Credit Union's rights and responsibilities concerning the Online Banking electronic funds transfer services. Electronic funds transfers ("EFTs") are electronically initiated Online Banking and Bill Payment transactions involving your deposit accounts.

Online Banking Services. Upon approval, you may use your personal computer to access your accounts. You must your User ID along with your security password to access your accounts. The Online Banking service is accessible seven (7) days a week, 24 hours a day. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

You will need a personal computer and a web browser. The link to the Credit Union's Online Banking service can be found at www.publicsafetycu.org. 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 your computer or Internet service. You may use the Online Banking service to:

- Transfer funds between your Shares/Savings, Checking and Money Market Accounts.
- Transfer funds from Share, Checking and Money Market Accounts to loans.
- Schedule automatic, recurring transfers or loan payments.
- Review account balance and transaction history for your accounts and loans.
- Review information on your loan account including payoff amounts, due dates, finance charges, and balance.
- Setup and receive balance and transactional alerts on your accounts.
- Pay your bills.
- Transfer funds to and from accounts at other financial institutions.
- Place a stop payment order on a check.

Transactions involving your deposit accounts will be subject to the terms of your membership and account agreement, and transactions involving a loan or line of credit account will be subject to your loan agreement and disclosures, as applicable.

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

- **Transfers.** You may make funds transfers among your accounts as often as you like. However, you are limited to a total of six (6) electronic transfers from your savings or money market accounts in any one month, due to regulatory limitations. 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 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 the Credit Union to increase its required reserve on the account. The credit Union may set other limits on the amount of any transaction, and you will be notified of those limits.

- **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 the Credit Union's Funds Availability Policy.
- **E-Mail.** You may use your email service to send messages to the Credit Union. Email may not, however, be used to initiate a transfer on your account or a stop-payment request. 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 816.504.2800 or 1.800.338.8567.

Bill Payments. See Bill Payment Terms and Conditions Disclosure.

Member Liability. You are responsible for all transfers you authorize using the Online 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 to limit your possible losses.

For Online Banking transactions, if you tell us within two (2) business days after you learn of the loss or unauthorized access, 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 loss or 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.

Also, if your statement shows Online Banking transfers that you did not make, tell us at once. If you do not notify the Credit Union within sixty (60) days after the statement was mailed to you, you may not get back any of the funds lost if we can prove that we could have stopped someone from making the unauthorized EFT transactions. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may 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, call 816.504.2800 or 1.800.338.8567, email memberservice@publicsafetycu.org, or write Greater KC Public Safety Credit Union, 2800 East 14th Street, Kansas City, MO 64127.

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

Fees and Charges. The Credit Union offers the benefits and convenience of the Online Banking Service and the Bill Payment Service to you free. Any other fees may be found on the Credit Union's Fee Schedule.

Account Information Disclosure. The Credit Union will maintain the confidentiality and privacy of your account information in accordance with its privacy policy as stated on the Credit Union's website at www.publicsafetycu.org; however, the Credit Union will disclose information to third parties about your account or the transfers you make in the following limited circumstances:

- 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.

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. The Credit Union will not be liable for the following:

- If, through no fault of the Credit Union, 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 transactions.
- If your computer fails or malfunctions or the Online 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, 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, through no fault of the Credit Union, a bill payment or funds transfer transaction does not reach a particular creditor and a fee, penalty, or interest is assessed against you.
- 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.

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 Online 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. In addition, we reserve the right to terminate the service if you fail to use the service for more than ninety consecutive days. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

Electronic Statements. By clicking "ACCEPT" below, I opt and agree to receive my periodic account statements online through Greater KC Public Safety Credit Union's (Credit Union) Internet Banking service as an alternative to receiving mailed paper statements. I understand that as a Credit Union Internet Banking user, I will have the ability to access my Credit Union account statements online. I acknowledge and agree that by choosing the e-statement option, I will not receive mailed paper statements beginning with the month following my acceptance of this service.

I understand that these statements will be available by the fifth business day at the beginning of each month, and will remain available online for up to twelve months, after which time they will be purged. I understand that my first online statement will be available beginning the month following my acceptance of this service provided that I have accepted this service by the 25th day of the current month, and that I will receive the message "The Online Statements service is temporarily unavailable. Please try again later." until my first statement is available online.

I understand that an e-mail reminder will be sent to me when my statement is available for viewing, that it is my responsibility to provide my current accurate email address. Email addresses can be updated through the Credit Union Internet Banking by clicking on the USER OPTION button, and then clicking on the EMAIL ADDRESS button.

It is my responsibility to provide and maintain the proper equipment and software that will enable me to

retrieve, display, print, and store these statements for my records. I understand that my statements will be provided as PDF files requiring current Adobe Reader software.

I understand that online periodic statements will include the periodic account and transaction activity for my deposit, loan, and electronic funds transfer services and periodic notice of billing error rights. I agree that it is my responsibility to examine each statement of account and report any irregularities or disputes to the Credit Union as stated in the depository account agreement, terms, and Disclosures.

I may withdraw my consent to receive online statements by contacting the Credit Union in person, by phone, or by visiting any Credit Union branch. There are no fees or account restrictions for withdrawing my consent for online statements. Furthermore, I may request the Credit Union to provide a printed statement copy by contacting the Credit Union and paying the current fee for each copy requested.

I acknowledge and agree that if the Credit Union in its judgement believes that the provision of my statements electronically is no longer viable, or if that any such provision or transmission may give rise to security or operational concerns, the Credit Union may in its sole discretion cease providing my electronic online statements, and resume providing me with mailed paper statements.

I understand that I will be able to retrieve my online statements electronically with a Credit Union Internet Banking personal identification number (PIN) of my choice. I acknowledge that if I disclose my PIN to anyone else or if my PIN is lost or stolen, third parties may be able to access your online statements. I agree that the Credit Union will not be liable for any loss caused by the authorized and unauthorized use of my PIN by any third party to access my statements. I agree to keep my PIN in a place of safekeeping, and I agree that the security of my PIN will be my responsibility at all times. I agree to the security methods and techniques used by the Credit Union and the Credit Union's service providers.

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 thirty (30) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

Statement Errors. In case of errors or questions about your Online Banking or Bill Payment transactions, telephone the Credit Union or write us at the address/phone numbers set forth in this disclosure, 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. You should:

- Tell us your name and account number.
- Tell us the dollar amount and date 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 verbally, we may require that you send us your complaint in writing within ten (10) business days. We will determine whether an error occurred and tell you the results of our investigation within ten (10) business days after we hear from you and will correct any 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 (or twenty (20) business days for new accounts) 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 re-credit 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.

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. This Agreement shall be governed by and construed under the laws of the state of Missouri as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Missouri law, to payment by the other party of its reasonable attorney's fees and cost, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provisions may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

Section 3: SMS Text Banking Terms and Conditions Disclosure

Your credit union's SMS home banking service ("SMSHB") enables you to access your account(s) through an SMS text-enabled cell phone.

BY ACTIVATING ONE OR MORE CELL PHONES FOR THIS SERVICE, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

The SMS service allows you to request and receive electronic text messages about your accounts and /or request certain pre-authorized transfers on your account(s) at the credit union. We send text messages to you based upon the instructions you provide at the time of the SMS request that you send. You hereby acknowledge and accept that each message is sent to you without being encrypted and will include certain information requested on your credit union account(s).

You may request and receive text messages concerning your accounts on any text-enabled cell phone. It is your responsibility to determine if your cell phone service provider supports text messaging and your telephone is capable of receiving text messages. The credit union's SMS messages are subject to any of the terms and conditions of your agreement(s) with your cell phone carrier. You are responsible for any fees imposed by your cell phone service provider even if your use of the SMS service causes those fees to change.

Once you activate your cell phone for this service, YOU are responsible for keeping any personal information in your cell phone secure. For your protection, you agree to:

- Login to online banking and cancel your SMS service if you cancel your service with your cell phone provider.
- Login to online banking and cancel your SMS service if your cell phone is lost or stolen.
- Login to online banking and cancel or edit your SMS service if you change your cell phone provider or change your cell phone number.
- Erase your 'Sent Messages' and 'Inbox' that may contain your SMS PIN number or other information.

You acknowledge, agree and understand that your receipt of any SMS messages may be delayed or prevented by factor(s) affecting your cell phone service provider and/or other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of any message. You agree to not hold the credit union, including its agents, employees, or volunteers, liable for any losses, damages or costs that may arise in whole or in part, from:

- (a) a non-delivery, delayed delivery, or the misdirected delivery of any message;
- (b) inaccurate or incomplete content in any message; or
- (c) your reliance on or use of the information provided in any SMS service message for any purpose.

The credit union provides this service as a convenience to you. We may occasionally use text messaging for marketing or other purposes not included in this system and will not respond to text messages sent to us that do not comply with appropriate action codes. A SMS message does not constitute an official record for the account to which it pertains. The credit union reserves the right to terminate this service or begin charging a fee for such service at any time without prior notice to you. All provisions of any agreements or disclosures previously made pertaining to your credit union accounts remain in effect and are not superseded or amended by this agreement.

You can contact us at any time via email at memberservice@publicsafetycu.org or at 816.504.2800, or 800.338.8567, or you may reply to a text message received from your mobile phone with the word "HELP."

To stop the messages the messages coming to your phone, you can opt out via SMS by replying to a text message received that says "STOP."

Revised 01/05/2017