

Online Statement and Alert Delivery Agreement

This agreement ("Agreement"), made between you and MUTUAL FEDERAL SAVINGS BANK for receiving your deposit account statements online and for receiving electronic notifications ("Alerts") that your online statement is available, governs the terms of use of Mutual Federal's online statement delivery and Alert service ("the Service"). As used in this Agreement, the words "we," "our", "us" and Mutual Federal mean Mutual Federal Savings Bank, its affiliates, successors and assigns, and the words "you" and "your" mean the account holder who has elected to receive his or her deposit account statements online and to receive Alerts, using the Service.

This Agreement is in addition to other agreements between you and Mutual Federal, including the applicable deposit account agreement(s), terms and conditions and our rules and regulations. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of any other agreements between you and Mutual Federal, as they relate to the Service, this Agreement will control.

By clicking the "Submit" button and enrolling in the Service, you agree to abide by the terms and conditions set forth in this Agreement and acknowledge your receipt and understanding of the disclosures contained in the Agreement. You also acknowledge that Alerts may not be encrypted. Please read this Agreement carefully and retain a copy for your records. If you click the "Cancel" button, you will not be enrolled in the Service and will not be bound by this Agreement.

A. DESCRIPTION OF ONLINE STATEMENTS

You may elect to receive your statement electronically for any Eligible Accounts (defined below), that you choose. Account statements will be delivered to you electronically in Portable Document Format ("PDF") that you can view online, save to your computer or print at your convenience. Any legal notices that normally accompany your mailed statement will either continue to be mailed under separate cover or delivered to you electronically. From time to time, we may add to, modify or delete any feature of the Service at our sole discretion.

You understand and agree that by enrolling in the Service, you will no longer receive a deposit account statement by mail.

B. REGISTRATION FOR THE SERVICE.

In order to use the Service, you must be an Mutual Federal Online Banking customer. You must accept the terms of the E-Sign Act in addition to this Agreement to become a registered user of the Service.

Any account owner can enroll accounts with joint ownership for the Service. Once enrolled, the account will no longer appear on any account owner's paper statement. The account statement will be available for viewing to all owners of the account who are enrolled in Mutual Federal Online Banking regardless of which owner enrolled for the Service.

C. ELIGIBLE ACCOUNTS FOR ONLINE STATEMENTS

Deposit Account customers that have Checking, Savings and Money Market accounts are eligible for the Service. Each account must be enrolled for the Service on an individual basis. Online statements will be available at the same frequency as your statement that was previously mailed.

D. ACCESSING YOUR ONLINE STATEMENTS.

Your periodic online statement and accompanying legal notices and disclosures will be presented to you via Mutual Federal Online Banking. Once you enroll in the Service, you and all other account owners will have access within Mutual Federal Online Banking. An electronic notification will be sent at the end of each statement cycle alerting you that the most recent statement is available for viewing.

All statements are in a format that can be printed or saved to your hard drive for your future reference.

If you close an account, you will no longer be able to view your account online. You may request that a copy of your current or a previous statement be mailed to you at your home address. There could be a fee associated with this request. If you currently receive duplicate statements at the same address, mailing of the duplicate copy will be discontinued; however, you can print multiple copies of your statement through the Service. If you currently have statements mailed to an interested party, i.e., a statement mailed to your accountant, mailing of the interested party statement will be discontinued; however, you can forward your statement to your interested party at your own discretion.

E. CHANGE STATEMENT DELIVERY METHOD.

Contact us any time if you wish to discontinue this Service. When you discontinue the Service, you will automatically receive mailed account statements beginning with your next statement cycle. Alerts, if any will be discontinued. The statements that were previously presented online will not be mailed to you; however, you may order copies of past statements through Customer Support. For deposit accounts only: When you receive your paper statement, please note it may not have all of the same accounts that were included prior to enrolling for the Service. Any accounts that were previously combined on your paper statement will have to be re-combined through Customer Support.

F. SECURITY

Information you provide in connection with the Service will be stored on secure Mutual Federal server(s) and protected by advanced encryption techniques. These security measures are intended to keep this important information under a virtual lock and key so that it may only be used by you; however this security is partly contingent upon your responsible behavior in protecting your Login Name and Password for the Service - please use maximum caution in protecting your Login Name and Password (see "User Responsibilities" below).

G. USER RESPONSIBILITIES

1. PROTECTING YOUR MUTUAL FEDERAL PERSONAL ID AND PASSWORD. As an Mutual Federal Online Banking customer, you have chosen a Login Name and Password which also allows you access to the Service. Your responsibility for transactions and other activities that occur or are undertaken using your Login Name and Password includes those transactions and activities that may be taken by anyone using the Service after logging in with your Login Name and Password. You are also responsible for keeping your Login Name and Password confidential and for ensuring that you have logged out of the Service when your session is complete to prevent unauthorized persons from using the Service. You agree that you will be the only user of your Login Name and Password, that you will not transfer or disclose any of this information to any other persons, and that you will be responsible for all usage of the Service and any fees associated with use of other services accessed through the Service on your account whether or not authorized by you. You agree to immediately contact us if you know of or suspect any unauthorized use of your login Name and Password.

Please use maximum caution in protecting your Login Name and Password from disclosure to anyone else - you may be ultimately responsible for any transactions or actions made by a party accessing the Service by using your Login Name and Password.

2. PROVIDING PERSONAL INFORMATION. You agree to provide true, accurate, current and complete information about yourself as requested, and you agree not to misrepresent your identity.

3. NO ILLEGAL USE OF THE SERVICE. You agree not to use the Service to conduct any business or activity or solicit the performance of any activity prohibited by law or any contractual provision by which you are bound. You agree to comply with all applicable laws, rules and regulations in connection with the Service. You certify that you are 18 years of age or older or otherwise able to lawfully enter into contracts under applicable law.

4. EQUIPMENT. You are responsible for and must provide all telephone and other equipment, software (other than any software provided by us) and services necessary to access the Service. You will need Adobe Acrobat Reader to view, print and/or save your Online Statements and Legal Notices.

H. CHANGE IN TERMS OF USE

Mutual Federal reserves the right to modify this Agreement at any time. Any modifications shall be effective when they are posted on the Service. You will be notified as soon as possible when any changes are made which materially affect your rights, such as changes regarding how your information is maintained or used. Notification will either be mailed under separate cover or delivered to you electronically online.

I. TERMINATION

This Agreement will be in effect from the day your registration is submitted by you and accepted by Mutual Federal and at all times while you are using the Service. Mutual Federal may terminate this Agreement and your use of the Service at any time without prior notice. We will notify you of the change in an appropriate manner as soon as reasonably possible. All applicable provisions of this Agreement shall survive termination by either you or Mutual Federal, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification and the miscellaneous provisions.

J. LIMITATION OF LIABILITY RELATING TO USE OF THE SERVICE

Except as otherwise provided in this Agreement or otherwise expressly provided by applicable law or regulation, you agree that neither Mutual Federal nor any party that provides Internet access or equipment used to access the Service, nor any agent, independent contractor or subcontractor of any of the foregoing ("Service Providers") will be liable for any loss, injury or damage, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages, whether under a contract, tort or any other theory of liability, arising in any way out of the enrollment in, use or maintenance of the Service, or of the Internet access provider used to access the Service, or of the Equipment used to access the Service, including, without limitation, any loss, injury or damage relating to any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line failure or unauthorized interception or access to your communication with us, even if we or the Service Providers are aware of the possibility of such events. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

K. INDEMNIFICATION

You agree to indemnify, defend and hold Mutual Federal and its affiliates, officers, directors, employees, consultants, agents, service providers and licensors harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from (a) a third party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other Materials submitted by you to the Service; (b) any fraud, manipulation or other breach of this Agreement by you; (c) any third party claim, action or allegations brought against Mutual Federal arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase of sale of any goods or services; (d) your violation of any law or rights of a third party; or (e) your use of the provision of the Service or use of your account by any third party. Mutual Federal reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Mutual Federal in asserting any available defenses. You will not settle any action or claims on Mutual Federal behalf without the prior written consent of Mutual Federal.

L. OTHER PROVISIONS

Severability. If any provision of this Agreement is held to be void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or any other provision in that or any other jurisdiction.

Headings. The headings in this Agreement are for convenience or reference only and do not govern the interpretation of provisions of the Agreement.

Waiver. We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term or provision in the future. We shall not be deemed to have waived any of our rights or remedies with regard to this Agreement hereunder, unless such waiver is in writing and signed by an authorized representative of Mutual Federal. No delay or omission on the part of Mutual Federal, its successors and assigns, in exercising any rights or remedies shall operate as a waiver of such right or remedies or any other rights or remedies.

Assignment. You may not assign this Agreement to any other party. We may assign this Agreement or delegate or transfer any or all of our rights and responsibilities under the Agreement to any third party or parties to the extent permissible under law to service your account.