



## Ministers Benefit Association

### ELECTRONIC STATEMENT (“E-Statement”) AGREEMENT & CONSENT

*Please read this information carefully and print a copy and/or retain this information electronically for your records.*

This Agreement is between Ministers Benefit Association (hereinafter “we, us, our or MBA”), and each participant of MBA E-Statement program, together with any person who is authorized by a participant to use or access this service (hereinafter referred together as “you, your or yours”).

**E-Statement Access.** Accessing your E-Statement confirms your agreement to be bound by all disclosures and agreements and acknowledges your receipt and understanding of this agreement.

By accessing your online statements you will be able to view your retirement account.

In order to access your E-Statement online, you must have an active Preferred Online Access service established with MBA. Once that is established, you may click on to our Online Access site via our home page. Use your Social Security Number and Personal Identification Number (PIN) to access your account, and then click on the Services button to access the Change E-Statement option.

The Online Access service is available 24 hours a day, seven days a week; however, service may be unavailable from time to time for routine software and hardware maintenance or updates.

**Access Requirements.** You must have access to a computer with Netscape Navigator® 6.2, Microsoft Internet Explorer® 5.0 (MAC Users 5.0 or higher and a compatible printer. We also recommend using a monitor resolution set at 800x600 or higher. To download, view, and print your PDF files, you must have Adobe Acrobat Reader 6.0.0 or later installed on your computer.

It is your sole responsibility to ensure your personal computer and related equipment are compatible with and capable of operating in a manner that allows

you to utilize the E-Statement service. If you cannot meet the requirements for any reason, you have the right to withdraw your consent. Withdrawing your consent will terminate your E-Statement service.

**Right To Receive Paper Statements.** Once you enroll in this voluntary program, your paper statement will no longer be sent to you. To request a paper copy of your periodic statement please contact MBA.

**Electronic “Signature” Agreement & Security.** You agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide MBA instructions while participating in our E-Statement Program (‘Program’); or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions, constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to validate your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and MBA. You agree and acknowledge that you will keep your PIN and other security codes and identification data confidential, and you will immediately notify MBA should you believe that your PIN has been lost, stolen, or that an unauthorized person has electronically accessed your accounts.

**E-Mail Address Required-Notification Of Statement Availability.** Your e-mail address is required to participate in our E-Statement delivery program. We will send you an e-mail notification at your last e-mail address of record when your online statement is available. You agree to accept responsibility for notifying us if your e-mail address changes. Your E-Statements will remain accessible on our Web site until the next quarter. If we send your e-mail notification and it is returned to us as undeliverable, you will still be able to access your E-Statement from the Internet site and should do so until we can resume sending you paper statements again or advise us that you are unable to access the E-Statement. However, your participation in the program will be discontinued and subsequent statements will be distributed to you in paper form.

**Your Right To Withdraw Consent.** You have the right to withdraw your consent to receive your statements in electronic form at any time.

To withdraw your consent you must go to the Online Access main page and select the Services button and then click on the E-Statement menu. If you are currently an E-statement participant, you will have the option of updating your e-mail address or Cancel your E-statement.

If your E-Statement Cancellation request is received by the last business day of the quarter, your current quarterly statement will be distributed to you in paper

form. If it is not received within the above-mentioned time frame, your current quarterly statement will be distributed to you in electronic form and subsequent statements will be distributed to you in paper form.

**Contractual Agreements/Modification.** This electronic consent supplements and modifies other agreements that you may have with MBA. To the extent that this consent and another agreement contain conflicting provisions, this consent will govern the delivery of electronic disclosures and statements, but all other contractual obligations of the parties remain subject to the terms of any other agreements. *For example, you will still be required to review any account statements you receive and notify MBA within established time periods if there are any errors on your statement.*

**Authorization Consent.** By agreeing to the terms and conditions of this consent, you represent that you are authorized to enter into this consent for all persons who own or are authorized to access any of your accounts, and that such persons will be bound by the terms of this consent.

**E-Mail Communications.** You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication that we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any email or other electronic communication; and may respond to any e-mail at either the address provided with the communication, the e-mail address listed on your Online Access Agreement, or any other application or written communication actually received by us.

Although we have no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is at the sole discretion of MBA. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

**Governing Law.** This agreement, including the validity of any signatures or consents, any claim, or disputes arising hereunder shall be construed in accordance with and governed by the laws of the State of Missouri.