

## UNITED LOCAL CREDIT UNION ELECTRONIC STATEMENT SERVICE AGREEMENT

This Electronic Statement Service Agreement (“Agreement”) sets forth the terms and conditions for electronic statement services that United Local Credit Union may provide to you. The words “we,” “us,” “our” and “Credit Union” mean United Local Credit Union. The words “you” or “your” mean each and all those who use the electronic statement service (defined below). Your MASTER Account Agreement is hereby incorporated into and made a part of this Agreement. In the event of a conflict between this Agreement and the Master Account Agreement, this Agreement will govern your use of the electronic statement service.

- 1. Use of Electronic Statement Service:** By accepting the Electronic Statement Service Agreement, you authorize the Credit Union to use electronic means to deliver your monthly and/or quarterly account and credit card statements, along with notifications, announcements or updates that would normally be included with a paper statement. Once you have enrolled to receive electronic statements, you will no longer receive paper statements.
- 2. Confidentiality on Internet:** The Credit Union may collect your IP address, domain name and may request your e-mail address.

The Credit Union will store and protect this information in the same manner we store and protect other personal Member information. We will only disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transactions with Jack Henry or IDS (these are the systems and print vendor contracted with the Credit Union) or
- To comply with a government agency or court orders, or
- If you give us your written permission.

We reserve the right to provide non-personal identifying information such as aggregate data to third parties.

- 3. Security:** The Credit Union only collects personal information to serve its legitimate business purposes. We use standard security technology to protect personal information. We are not responsible for any breach of security or for the actions of any third parties that may obtain any personal information. The Credit Union will not be responsible for any loss resulting from a cause over which it does not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes or natural disasters, strikes or other labor problems, wars or government restrictions. Users Electronic Statement Service may review and correct personal information about them maintained by the Credit Union by contacting Member Services at (559) 227-8329 Option 2. A member service representative can assist you in navigating your electronic personal information within your Online Banking profile.

Use of Electronic Statement Service is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations. Although we have tried to create a secure and reliable service, the confidentiality of any communication transmitted over the Internet cannot be guaranteed. Accordingly, the Credit Union and its affiliates are not responsible for the security of any information transmitted via the Internet. Actual or attempted unauthorized use of Electronic Statement Service may

result in criminal and/or civil prosecution. For your protection, the Credit Union reserves the right to view, monitor and record activity within Electronic Statement Service platforms without notice or permission from you. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity within Electronic Statement Service. The Credit Union will also comply with all court orders involving requests for such information.

4. **Registration:** When registering for Electronic Statement Service, you represent and warrant that:
  - you are 18 years old or older;
  - your registration with the Credit Union and use of Electronic Statement Service will not violate any local, state, national or international laws or regulations.
  
5. **Other Terms and Conditions:** The terms and conditions set forth here are for the Electronic Statement Service. They do not change any tariffs or other regulations governing the terms and conditions pursuant to which the Credit Union provides you related services or the terms and conditions pursuant to which the Credit Union provides you use of the Credit Union website. This Agreement shall be governed by the laws of the state in which you live at the time of the transaction, without regard to the choice of law or conflict of law rules thereof.

**In Case of Errors or Questions About Your Electronic Statement:** If you have any questions or comments regarding your statement, please contact us by calling **559-227-8329 Option 2** or write to **United Local Credit Union, Attn: Member Services, 3650 E Ashlan Ave Fresno, CA 93726** or E-mail **memberservices@unitedlocal.org**

6. **Warranty:** The foregoing shall constitute the Credit Union's entire liability and your exclusive remedy. In no event shall the Credit Union be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of the equipment, software, and/or this service.
  
7. **Exclusions of Warranties:** This service and related documentation are provided "as is" without any warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
  
8. **E-Mail Address Changes:** You agree to promptly change your User Profile with updated e-mail address information when any change occurs. These changes should be made within your Electronic Statement Service Profile, within Online Banking.
  
9. **Termination or Discontinuation:** In the event you wish to discontinue this service, you must initiate de-enrollment within Electronic Statement Services or contact our Member Service Call Center at 559-227-8329 Option 2. We may terminate service to you at any time and/or revoke your right to use software. Neither termination nor discontinuation shall affect your liability or obligations under this Agreement.
  
10. **Limitation:** Your enrollment in this service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in this service, you agree that we reserve the right to obtain financial information regarding your account from a financial institution to resolve statement problems.