

## **eStatement Agreement and Disclosure**

1. **Introduction.** This Agreement and Disclosure specifically governs the eStatement service, and informs you of your rights and responsibilities and the terms and conditions associated with the service you have requested. Please read this Agreement and Disclosure carefully. In this Agreement and Disclosure, the words "you", "your", and "yours" mean each and every one who utilizes eStatements. The words "we", "us", "our", and "Credit Union" mean Educational Systems Federal Credit Union. The words "the Service" refers to eStatement service.

By accessing your account statement online, or permitting another to access your statement online, you acknowledge receipt of the Agreement and Disclosure and agree to be bound by all terms and conditions contained herein. You further agree to follow all instructions provided by the Service and reflected on your computer screen. The terms and conditions of this Agreement and Disclosure are in addition to the terms and conditions of any and all other deposit account and credit agreements you have with the Credit Union, including all such disclosures made pursuant to such agreements. You further agree to abide by any terms or conditions, which may be added because of future enhancements to eStatements.

2. **Services.** Using your personal computer (PC) and your designated *User ID* and *Password*, you can access your Educational Systems FCU statement 24 hours a day, seven days a week (as long as the service is available).
3. **Business Days.** eStatements will be available 24 hours a day, seven days a week, except when down for maintenance, as indicated in the paragraph titled "System Availability."
4. **Agreement for receiving electronic disclosures:** Under regulations set by the Federal Reserve Board, you are entitled to receive certain disclosures. Regulations provide that if you agree, the required disclosures may be delivered to you electronically. These disclosures may be delivered via email. You should print a copy of each disclosure delivered, read it carefully, and retain it for your reference. Under the terms of the agreement you are not committed to any disclosure unless you use the service which it covers. You agree to receive any Educational Systems FCU disclosures and your periodic account statement electronically.
5. **eStatement Access:** You agree to receive your periodic account statement electronically in place of a paper statement sent via U.S. Mail to your address of record. You further agree to provide an accurate email address to Educational Systems FCU for the delivery of this electronic statement. If the email address provided is not accurate due to negligence on your part, you agree not to hold Educational Systems FCU liable for sending your statement to such address. If the email address provided is not deliverable, Educational Systems FCU will provide your periodic statement via U.S. Mail to your address of record.

You may also request a printed copy of your statement at any time. Applicable fees, as outlined in the Fee Schedule, may be charged.

The Credit Union must receive notification of any change in physical or email address three business days prior to the last day of the month to give us time to affect the change. Failure to do so may result in a delay or lack of delivery of your statement for the given period. Contact Educational Systems FCU in writing or visit one of our branches to change your physical address. You can change your email address by updating the information through the Credit Union's Online Banking. Your statements will be available from the eStatement web pages for 48 months from the date of the statement. At any time you can log in to Online Banking and navigate to the "Access Accounts" and choose "e-Mail Notifications" to select to continue to receive e-statements as well as emails electronically. You also have the choice to "opt-out" of electronic statement delivery back to paper at any time following these same steps.

6. **Applicability, effective date:** This Agreement governs your use of the Service and becomes effective upon your first use of the Service.
7. **In case of errors or questions about your eStatement:** Contact us IMMEDIATELY if you think your statement is wrong, or if you need more information. You may notify us at 301.779.8500. We must hear from you no later than thirty-three (33) days after we sent the FIRST statement on which the problem or error appeared. Tell us your name and account number, the dollar amount of the suspected error, and the date it occurred. Describe the error or 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 notify us verbally, we may require you to send us your complaint or questions in writing within ten (10) business days. We will tell you, in writing, the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we need to use the forty-five (45) days to investigate, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or request in writing and we do not receive it within ten (10) business days, the Credit Union is not required to credit your account. If we determine there was no error, we will send you written explanation within three (3) business days after we complete our investigation. You may ask for copies of the documents that we used in our investigation and upon which we relied to conclude that the error did not occur. (We will make these available to you to the extent possible without violating any other member's right to privacy.)

8. **Fees and Charges.** There is currently no fee for the Service or termination thereof. However, Educational Systems FCU reserves the right to impose fees or to subsequently change any fee structure.
9. **System Availability.** Access to the Service may be unavailable at certain times for the following reasons: (1) Scheduled maintenance. There will be periods when systems require maintenance or upgrades; (2) Unscheduled maintenance. Service may be unavailable when unforeseen maintenance is necessary; or, (3) System Outages. Major unforeseen events, including, but not limited to: earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages that may cause system unavailability. Educational Systems FCU will make all reasonable efforts to ensure the availability of the Service. However, Educational Systems FCU is in no way liable for the unavailability of the Service or any consequential damages that may result.
10. **Test your ability to retrieve and read a PDF or Text image file.** By accepting this disclosure you are acknowledging that you are able to successfully retrieve and read this test statement and confirm there are no issues viewing this sample statement.

11. **Minimum Requirements:**

The minimum and recommended hardware requirements to run Online Banking are listed below.

**Minimum:** Requirements listed will enable Online Banking to run on your Personal Computer (PC) or Mac.

**Recommended:** Requirements listed will deliver enhanced system performance for Online Banking.

Computer Processor

- Minimum: 1 GHz CPU
- Recommended: 2 GHz CPU

Computer Memory (RAM)

- For Windows XP:(\*)
  - Minimum: 512 MB
  - Recommended: 1 G
- For Windows Vista
  - Minimum: 1 G
  - Recommended: 2 G

- For Windows 7
  - Minimum: 3 G
  - Recommended: 4 G
- For MAC
  - Minimum: 500 Mb
  - Recommended: 1 GHz processor or higher/1 G RAM or greater

(\*) More recent versions of Windows operating systems use larger amounts of RAM.

#### Hard Drive Space Available

- Minimum: 300 MB
- Monitor/Display
  - Minimum: VGA Monitor resolution of 800X600, configured to display 256 colors.
  - Recommended: Resolution of 1024X768 or higher (if available) to enhance the visual aspect of Online Banking.

#### Internet Connectivity

- Minimum (For Dial-up Customers ONLY): Modem/Speed: 28.8K bps (28,800 baud/second) or higher; V.34 modem protocol is minimally required; V.90 modem protocol is recommended.
- Recommended: High Speed Internet or Broadband Connection.

#### **Hardware and Software Requirements**

You are responsible for the installation, maintenance, and operation of your Computer (in this Agreement, your computer and the related equipment are referred to together as your "Computer") and all software. Please refer to our "Browser and Operating System Requirements" for specific system requirements. We will inform you of any change in hardware or software requirements that may affect your access to or use of Online Banking. The Credit Union is not responsible for any errors or failures from any malfunction of your Computer or any software, and the Credit Union is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware", "keystroke loggers", and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and the Credit Union is not responsible for any damage to your computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. The Credit Union is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.

12. **Termination of agreement and service.** You may cancel this Agreement and terminate your Service with Educational Systems FCU at any time by notifying Educational Systems FCU in writing via email, and discontinue use of the service. The Credit Union may terminate its Service and this Agreement and Disclosure at any time by giving you advance notification, in writing. Whether you or the Credit Union terminates this Agreement and Disclosure, the termination shall not affect your obligations under this Agreement and Disclosure.

13. **Amendments:** This Agreement may be amended by the Credit Union at any time at its discretion. You will receive notice of amendments as required by applicable law without restatement of terms herein.