



1ST LIBERTY'S eSTATEMENT SERVICE AGREEMENT AND DISCLOSURE

I. Introduction.

1st Liberty Federal Credit Union ("1st Liberty FCU or the "Credit Union") endeavors to provide you with the highest service available and the convenience of receiving electronic statements ("1st Liberty's eStatement Service" or "eStatement(s)"). By enrolling in eStatements, you agree to receive electronic statements in lieu of paper statements, and to all of the terms and conditions contained in this Agreement and Disclosure (the "Agreement"). You will no longer receive a paper statement in the mail upon enrolling. There is no monthly service fee for eStatements, at this time. Prior to any fee being implemented, you will be given notice, in accordance with applicable law.

1st Liberty FCU may modify the terms and conditions applicable to the eStatement from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records and the revised terms and conditions shall be effective at the earliest date allowed by applicable law or by electronic mail and you will have been deemed to receive it three (3) days after it is sent. Any continuation of eStatements after 1st Liberty FCU sends you a notice of change will constitute your agreement to such changes(s). 1st Liberty FCU reserves the right to terminate this Agreement and your use of the eStatements in whole or part at any time without prior notice.

All agreements, disclosures, rules and regulations applicable to your account, including other agreements you have with 1st Liberty FCU, now or in the future, remain in effect. Your use of the eStatement Service is your acknowledgement that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at 1st Liberty FCU.

II. Definitions.

As used in this Agreement and 1st Liberty's eStatement Service, the following words have the meanings given below:

"eStatement Service" or "eStatement(s)" means electronic statement(s).

"BillPay" means 1st Liberty FCU online Bill Payment Service.

"Device" means a computer and related equipment with a web browser, and/or a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. **Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.**

"Digital Banking" means banking services accessible from a device you have registered with 1st Liberty and using 1st Liberty's mobile app or a personal computer or other electronic devices, at www.1stliberty.org on the Internet.

"Online Service(s)" means eStatements, Digital Banking, and BillPay.

"You" and "Your(s)," means each person with authorized access, as well as anyone you permit to access your account(s), that applies and uses the eStatement service.

"We," "Us," "Our", "1st Liberty FCU", "1st Liberty" and "Credit Union" means 1st Liberty Federal Credit Union.

III. eStatement Service.

A. Description of eStatements Service. 1st Liberty's eStatement Service is offered as a convenience, which allows you to securely retrieve and view an electronic version of all your periodic account statements including credit card accounts **in lieu of paper statements** through Digital Banking. You may access up to 24 months of history from the time of eStatement sign-up until such service is cancelled.

Subject to system availability, you may use 1st Liberty's eStatement Service any time seven (7) days a week, 24 hours a day. Access may be temporarily unavailable due to 1st Liberty FCU updating records or technical difficulties. In addition, access to 1st Liberty's eStatement Service is made available pursuant to a license agreement by and between 1st Liberty FCU and a third party service provider. Any interruption of service or access caused by the third party service provider will also prevent your use of 1st Liberty eStatement Service.

B. Electronic Statements. You agree to receive your periodic account statements online through 1st Liberty's eStatement Service. Your eStatements will contain the same content as the paper version supplied by the Credit Union which includes: account balances, transaction activity, electronic funds transfer information, year-to-date and interest. The choice (paper or eStatement) that is recorded on our system on the last day of the month will be the *only* method used to deliver that month's statement. You should allow ten (10) business days for any change request to become effective.

- C. eStatement Access. You understand that in order to use 1st Liberty's eStatement Service you must have an open account at 1st Liberty FCU, be enrolled as an authorized Digital Banking user, have a device capable of supporting the current version of Internet browsers: Internet Explorer 7 or above, Firefox 3.6 or above, or Google Chrome, and have current Adobe Acrobat Software. You will also need a printer and/or storage device if you wish to print or retain the eStatement.
- D. Electronic Notification. You agree to accept electronic notifications from 1st Liberty's eStatement Service. Such notifications are used to let you know when your eStatement is available each month and annual or updated disclosures. You agree to update 1st Liberty FCU when your e-mail address or other contact information changes. Additionally, you agree to notify 1st Liberty FCU if you are not receiving monthly notifications.
- E. Security Measures. We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronically delivered account statement(s). Our security consists of 128-bit encryption of the data contained in the electronic statement to protect it while in transit over the Internet. You understand that these industry standards are dynamic and constantly developing. By accepting this agreement, you acknowledge and understand that there are risks to electronic delivery of account statement(s), including, but not limited to, delay or failure of delivery due to technical difficulties, weather conditions, matters beyond our reasonable control, or interruption and/or alteration of such account statement(s) by third parties in spite of 1st Liberty's commercially reasonable security measures.

By accepting this agreement, you represent that you have considered our security measures, and find that our security measures are commercially reasonable. In reaching this conclusion, you have considered the historical and potential future content of your statement(s), the risks associated with electronic delivery of account statement(s), and our security procedures. If you conclude that our security procedures cease to be commercially reasonable in the future, you must terminate this agreement immediately in accordance with the procedure outlined below.

- F. User Security. You agree to take every precaution to ensure the safety, security and integrity of your account. You agree not to leave your device unattended while logged into any Online Services and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your device, login information, or other means to access your account, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your account.
- G. Limit of 1st Liberty's and Other Provider's Responsibility. 1st Liberty agrees to make reasonable efforts to ensure full performance of the eStatement Service. We shall have no liability for failure to perform any eStatement Service, or for any disruption or delay in performing eStatement Service, in the event such failure, disruption, or delay is due to circumstances beyond our reasonable control, including, but not limited to, failure of disruption of electrical power, computer equipment, telecommunication systems, your Internet Service Provider, or weather conditions. We shall have no liability for any consequential, special, punitive damages or indirect loss under any circumstances. 1st Liberty is not responsible for any computer virus or related problems, which may be attributable to the use of any online system.

We make no warranties of any kind with respect to the software program used to access your eStatement, and we do not warrant that the software program or the eStatement Service will meet your specific requirements. We make no warranties of any kind, whether expressed or implied, with respect to the use and adequacy of the software program or the eStatement Service we provide under this agreement. We disclaim any and all implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

Under no circumstances will 1st Liberty be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the eStatement Service, you agree to waive any and all rights to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

- H. Prompt Statement Review & Error Resolution for Electronic Fund Transfers. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the day it is sent to you by email, regardless of when you receive and/or open the eStatement. In case of errors or questions about your Electronic Fund Transfers you may call us at 800-824-0585 or write our Member Services Department, P.O. Box 5002, Great Falls, MT 59403-5002.

If you think your eStatement is wrong or if you need more information about a transaction listed on the eStatement, we must hear from you no later than sixty (60) days after we sent the FIRST eStatement on which the problem or error appeared. If you tell us orally, we will require that you send us your complaint or question in writing within ten (10) business days. If we do not receive it within the allotted time, we may not credit your account. You will need to provide the following:

1. Tell us your name and account number (for security purposes only last 4 digits of your account number).

2. Tell us the dollar amount of the suspected error.
3. Describe the error or the transfer you are unsure about, and explain why you believe it is an error or why you need more information.

We will tell you the results of our investigation within 10 business days (5 business days for alleged unauthorized transfers or 20 business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for point-of-sale, foreign-initiated transfers or a new account) to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days (5 business days for alleged unauthorized transfers or 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 determine that an error did NOT occur, any provisional credit made to your account will be reversed. We will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

- I. **Cancellation of Service.** You may cancel eStatement Services and eStatements by writing to 1st Liberty Federal Credit Union, Member Service, P.O. Box 5002, Great Falls, MT 59403-5002, sending a secure message through Digital Banking, telephoning us at 800-824-0585, or visiting any branch. Please note that it may take up to ten (10) business days to process a cancellation request. There is a fee associated with paper statements when your account has an aggregate share balances of less than \$10,000.00 or there is not an active loan or Open Line of Credit on the account. Please refer to the current Fee Schedule. You understand that existing eStatement information will no longer be available on Digital Banking and that you should save or print the statements before cancellation. You further understand that if you do not get statement copies prior to cancellation, there is a fee assessed when obtaining paper copies of your previous account statements. Please refer to the current Fee Schedule.

IV. Consent and Notice Regarding Electronic Communications.

- A. **Consent to Electronic Delivery of Communications.** By enrolling in eStatements, you agree to receive and/or obtain your statements, current and future notices, disclosures, and other communications, such as alerts, regarding your relationship with 1st Liberty FCU electronically. You acknowledge that you meet the hardware and software requirements to access Digital Banking, BillPay and/or email and can retain electronic communications by printing and/or downloading and saving agreements, disclosures or other records related to all 1st Liberty FCU Online Services. You accept electronic communications provided via Digital Banking, BillPay, and email as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep.
- B. **Paper Version of Electronic Communication.** You may request a paper version of any electronic communication by writing to 1st Liberty Federal Credit Union, Member Service, P.O. Box 5002, Great Falls, MT 59403-5002, sending a secure message through Digital Banking, contacting us at 800-824-0585, or visiting any branch. If you request paper copies of your account statements, a fee will be assessed. Please refer to the current Fee Schedule.
- C. **Right to Withdraw Consent.** You have the right to withdraw your consent to receive/obtain electronic documents and communications at any time. Please be aware; however, that withdraw of consent may result in the termination of that service or product. Your withdraw of consent will be effective within a reasonable time after receipt of the withdraw, a ten (10) day notice is required for withdraw from eStatements. There is a fee associated with paper statements when your account has an aggregate share balances of less than \$10,000.00 or there is not an active loan or Open Line of Credit on the account. Refer to the current Fee Schedule. You may withdraw your consent by writing to 1st Liberty Federal Credit Union, Member Service, PO Box 5002, Great Falls, MT 59403-5002; sending a secure message through our Digital Banking Platform; contacting us at 800-824-0585; or visiting any branch. If you decide to withdraw your consent, the legal validity and enforceability of prior electronic disclosures will not be affected.
- D. **Information Required – Notifications and Updates.** Your true, accurate and complete email address, mobile phone number, and other contact information is required in order for you to utilize Online Services. You agree to keep 1st Liberty FCU informed and update promptly any changes to your information. You may update your information by writing to 1st Liberty Federal Credit Union, Member Service, P.O. Box 5002, Great Falls, MT 59403-5002; sending a secure message through our Digital Banking Platform; or visiting any branch. If Electronic Communications is being returned to us as undeliverable, we will discontinue Electronic Communications and will return to distribution in paper form to your last address known to us, which may involve a fee, until updated information is received by you. You are responsible to use Digital Banking regularly to check for Electronic Communications.
- E. **Hardware and Software Requirements.** You must meet the minimum hardware and software requirements.

To access your electronic documents on a mobile device, you will need a mobile device with any of the operating systems compatible with Adobe Acrobat's system requirements, available here: <https://helpx.adobe.com/sign/system-requirements.html>.

You will also need a data plan provided by your wireless carrier and an up-to-date mobile internet browser that is compatible with, and supported by, your operating system (e.g. Chrome or Safari); if you wish to view PDF files on your mobile device, you will need

software that accurately reads and displays PDF files (such as the mobile version of Adobe Reader); and a printer and/or storage device if you wish to print or retain any electronic documents.

To access your electronic documents on a traditional computer, you will need a computer with any of the operating systems compatible with Adobe Acrobat's system requirements, available here: <https://helpx.adobe.com/sign/system-requirements.html>.

You will also need a printer and/or storage device if you wish to print or retain any electronic documents.

You are solely responsible for set-up, installation, maintenance, and operation of your devices used to access Electronic Signatures and 1st Liberty FCU Online Services, and for providing your own access to the Internet through the Internet service provider of your choice. 1st Liberty FCU is not responsible for errors, failures, or malfunctions of any device used, or attempted to use, for electronic signatures and account access, whether arising from a virus or any other hardware or software problem.

By accepting this Agreement/Disclosure, you confirm your devices meet the above requirements.

- F. Electronic Signature Agreement. By selecting the "I Accept" button, you are signing the Agreements related to Online Services electronically. Selecting "I Accept" confirms your agreement to be bound by all disclosures and agreements and acknowledges your receipt and understanding of this Agreement, and other applicable agreements, as they exist on the date of your electronic signature. 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 1st Liberty FCU instructions via Online Services, or in accessing or making any transaction regarding any agreement, acknowledgment, 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 electronic signature or any resulting contract between you and 1st Liberty FCU. You also represent that you are authorized to enter into this Agreement 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 Agreement.

Read this information carefully and print a copy and/or retain this information electronically for your records.

I HAVE READ AND AGREE TO THE DISCLOSURE