

FEDERAL EMPLOYEES CREDIT UNION

ELECTRONIC STATEMENT (“eStatement”) CONSENT AGREEMENT

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

This Agreement is between Federal Employees Credit Union (hereinafter “we, us, our or Credit Union”), and each participating member of the Credit Union’s eStatement program, together with any person who is authorized by a member to use or access this service (hereinafter referred together as “you, your or yours”).

eStatement 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 on-line periodic statements you will be able to view your periodic account and transaction activity for your deposit and loan accounts (excluding credit card statement activity), electronic funds transfer transactions, periodic notice of billing error rights under Federal Regulations Z and E, and Credit Union newsletters and/or statement stuffers, which may contain important legal notices that affect you.

In order to access your eStatement online, you must establish and maintain an accurate e-mail address, and have an active YourCU@Home service established with the Credit Union. Once that is established, you may log on to our home banking site via the Internet, use your personal password to access your account, and click on the Statement menu button.

YourCU@Home service is generally 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 due to unscheduled down time.

Access Requirements. To view, save and print your statements and supporting documents or promotional materials, you must have access to Adobe Acrobat Reader software which is available at no charge at <http://www.adobe.com/products/acrobat/readstep2.html>.

If there is a change in the hardware/software requirements associated with this service, we will notify you and provide an explanation of the updated hardware/software requirements. It is your sole responsibility to insure your personal computer and related equipment are compatible with and capable of operating in a manner that allows you to utilize the eStatement Service. If you cannot meet the requirements for any reason, you have the right to withdraw your consent at that time at no cost to you. Withdrawing your consent will terminate your eStatement service.

Right To Receive Paper Statements. Once you enroll in this voluntary program, your paper statement will no longer be sent to you. Although you have elected electronic

delivery, you do have a right to receive a paper copy of your periodic statement. To request a copy of your periodic statement please telephone us at (515) 244-1458 or write to: Federal Employees Credit Union, 210 Walnut St., Suite 132, Des Moines, IA 50309. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for requests to receive an account statement in paper form.

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 the Credit Union instructions while participating in our eStatement 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 the Credit Union. You agree and acknowledge that you will keep your password and other security codes and identification data confidential, and you will immediately notify the Credit Union should you believe that your password 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 eStatement 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 online statements will remain accessible on our web site for at least six (6) months. If we send your e-mail notification and it is returned to us as undeliverable, you will still be able to access your statement from the internet site and should do so until we can start sending you paper statements again or advise us that you are unable to access the statement. 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. If you elect to withdraw your consent there is currently no cost to you and your participation in the Program will be terminated.

To withdraw your consent you must select *Mail A Paper Statement* from the eStatement Main Menu screen. Or you may notify us upon delivery of a written notice by fax to (515) 282-4444 or mail to: Federal Employees Credit Union, Attn: Electronic Services Department, 210 Walnut St., Suite 132, Des Moines, IA 50309.

If your E-Statement Cancellation Form is received within five (5) business days prior to the end of the statement cycle, your current (monthly/quarterly) statement will be distributed to you in paper form. If it is not received within the above-mentioned time frame, your current (monthly/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 the Credit Union. 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 the Credit Union 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. Many electronic communications sent and received over the Internet can and are intercepted by unauthorized recipients, beyond the control of the Credit Union. 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 e-mail or other electronic communication; and may respond to any e-mail at either the address provided with the communication, the e-mail address in your Membership Account 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 the Credit Union. 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 Iowa.

Acceptance Disclosure. By clicking on the “I Agree” button, you acknowledge that you understand the terms of this disclosure. This disclosure will be available for your review at any time under the “Disclosures” link that appears at <http://www.fecuiowa.org>.