

eNotice Disclosure

The following terms and conditions apply to electronic communications available through secure eStatements within Allied Federal Credit Union's Online Banking.

You agree that the Allied Federal Credit Union (the "Credit Union") may, but is not obligated to, electronically make available to you any communications regarding any account or service, including communications regarding its Online or Mobile Banking, when you enroll to use Online Banking or eStatements. The electronic communications may be of concern for any account or service used by you (which may include, without limit, deposits, loans, lines of credit or notices concerning insufficient funds).

In addition, you agree that the Credit Union may send you electronic communications via one or more of these methods:

- Message using Secure Support within Online Banking.
- A general or public e-mail (at any e-mail address you provide with respect to any account or service with us). You must inform the Credit Union of any change to your e-mail address or update it within our Online Banking service. If you do not provide notice of change of your e-mail address, you agree that we may send all e-mail notices and other communications to you at the e-mail address maintained on the Credit Union's records for any of your accounts with us, and that you cannot hold the Credit Union liable if you do not receive the electronic communications.
- U.S. Mail at such address as we may maintain in our records.
- Holding such notice if we are advised that any such address is no longer valid.
- If your eStatement is undeliverable and bounces back to us, we will attempt to notify you. If we do not get an e-mail address correction from you after we request it, we will code you to receive printed statements. There may be a charge to receive printed statements.
- Any other method permitted by law or agreement with us.

Unless otherwise required by law, such communications are deemed received by you when sent via any means set forth above or when posted if the communication is not required to be sent.

You may request paper copies of electronic communications and statements by contacting Member Services at 817-856-4444 or contact us via email at Service@AFCUmail.com. There may be a charge for paper copies of such documents.

Electronic Statement (eStatement) Disclosure Agreement

Electronic Delivery of Statements and Notices

By accepting the "Allied Federal Credit Union Electronic Statement (eStatement) Disclosure Agreement", you consent and agree that Allied Federal Credit Union will provide disclosures and notices to you in electronic form, in lieu of paper form, including but not limited to electronic delivery of statements (eStatements) for your Allied Federal Credit Union deposit account(s).

Definitions

As used in this Agreement, the words "we", "our", "us", or "Credit Union" means Allied Federal Credit Union. "You" and "your" mean the account owner(s) authorized to receive eStatements under this Agreement. "Account" or "accounts" mean your deposit accounts at Allied Federal Credit Union. "Business days" means Monday through Friday, excluding Federal holidays.

Scope of Consent for Electronic Delivery of Statements

Your consent to receive eStatements covers the periodic statements you are provided in connection with your Credit Union deposit account(s). Your consent also covers disclosures that are required with your account statements, including, but not limited to, the error resolution notice required by the electronic Fund Transfer Act, as well as marketing information on products and/or promotions that the Credit Union may provide to you electronically. By using eStatements, you accept and agree to be bound by the general terms and conditions governing eStatements, including without limitation all the terms and conditions in this Agreement. You agree to be bound by any and all laws, rules, regulations and official issuances applicable to eStatements now existing or which may hereafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services that the Credit Union may from time to time make available to you in connection with eStatements.

The Credit Union has absolute discretion to make eStatements available to you. Further, the Credit Union has the discretion from time to time and upon giving notice to you to modify, restrict, withdraw, cancel, suspend or discontinue eStatements without giving any reason and you understand that by using eStatements after any modification or change has been effected, you would have agreed to such modification or change.

You understand that you will receive a paper statement in addition to your first eStatement. After receiving your first eStatement, the Credit Union will discontinue mailing paper account statements for your eStatement account. All future statements for that account will be eStatements which you will access through Allied Federal Credit Union's Online Banking to obtain, review, print, and copy/download your periodic deposit account statements. Each month we will send an email notice to you advising you of the availability of your eStatement with instructions on how to access your eStatement. You may then access your eStatement via the procedures that we authorize. Your electronic statement will be available for viewing for a period of (60) months (or such period as decided by the Credit Union and notified to you) from the applicable statement date. In order to view your monthly statements, you must login to Online Banking by visiting www.alliedfcu.com or the Allied FCU Mobile Application.

Scope of Consent for Electronic Delivery of Notices

You specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of our transactions; and governmental and/or third party notices (such as IRS 1098, 1099, etc.), or notice of the availability of any of the foregoing with you or on your behalf electronically by posting or providing a link to same on the Credit Union's website, by submitting a notice to the e-mail address provided by you (hereinafter all such disclosures and/or documentation is referred to as "electronic record(s)"), or by our using other electronic methods allowed pursuant to applicable laws and regulations to provide electronic records to you. You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. Also, you may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records please call Member Services at 817-856-4444 or contact us via email at Service@AFCUmail.com. You may alternatively send a letter to Member Services or visit Allied Federal Credit Union at 200 SE Green Oaks Blvd Arlington, TX 76018. If an e-mail is returned undeliverable, we will change your account statement status to paper and will provide your periodic statement via US mail to your address of record. (Mail Statement fee will apply.) Thereafter, it will be your responsibility to re-apply for any electronic notification or disclosure services we offer and/or to provide notice of your correct address pursuant to your Membership Agreement with us.

Duty to Review Periodic Statements

You must promptly access/review your eStatement and any accompanying items and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity. If you allow someone else to access your statement, you are still fully responsible to review the statement for any errors, unauthorized transactions, or any other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the eStatement email notification date regardless of when you access and/or review

your eStatement. If you do not immediately report to the Credit Union any non-receipt of eStatements or any error, irregularity, discrepancies, claims or unauthorized debits or items, you shall be deemed conclusively to have accepted all matters contained in the eStatements to be true, accurate and correct in all respects.

Change of Mailing Address, Email Address, and Other Information

You agree to notify us immediately of any change in your mailing address, email address or other particulars relevant to this Agreement. To notify us of your email address change, you can visit a branch, email Member Services at Service@AFCUmail.com or call 817-856-4444. Please note that the change is not immediate and subject to confirmation by your Account Representatives.

Joint Accounts

If your Credit Union account is owned jointly with another person, either party's consent to receive electronic disclosures and eStatements shall apply to both of you. The Credit Union will automatically turn off the paper statement for that account after the first eStatement has been made available until you cancel eStatement/eNotice. (See Your Right to Withdraw Consent)

Security

You agree that the Credit Union shall not be liable if you are unable to gain access to the website or Allied Federal Credit Union system from time to time. You understand that some or all of the eStatement services and/or other Credit Union system services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond the Credit Union's control.

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatement for each of your Credit Union accounts as soon as you can access it. You agree to protect the confidentiality of your account and account number and your personal identification information. You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account. You acknowledge that the internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the internet, or email transmitted to and from us, will not be monitored or read by others.

In order to help protect your personal information, we recommend that you install firewalls, anti-virus, and spyware protection software (and update as required) on your computer. We also recommend that you update your operating system and browser application on a periodic basis to better protect your computer and Online Banking sessions. For additional online security information, please review our Security Policy posted on our website www.alliedfcu.com.

The Credit Union does not warrant the security or confidentiality of any information transmitted through any applicable Internet service provider, information/communication network service provider, network system or such other equivalent system in any jurisdiction via eStatements. You agree that you shall not disassemble, decompile, copy, modify or reverse engineer any Credit Union proprietary software or allow anyone else to do so.

Password Security

Your User ID and password that are used to access Online Banking services should be kept confidential. We strongly recommend that you change your password regularly. You are responsible for keeping your password, account numbers and other account data confidential.

Change in Terms

The Credit Union reserves the right to change the terms and conditions of this agreement (including Service Charge Information schedule) at any time, which includes the addition and deletion of eStatement services. We shall update this agreement on our website and may notify you of such changes by mail or electronic message to your most recent address listed on our records. The notice will be posted or sent at least thirty (30) days in advance of

the effective date of any additional fees or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. By using the eStatement service when the changes become effective, you agree to be bound by the revised terms and conditions contained in this agreement or you can decline the changes by discontinuing the use of the eStatement service and notifying us of your election by e-mail or regular mail.

Your Right to Withdraw Consent

You have the right to withdraw your consent for eStatements/eNotices. Should you wish to cancel your request to receive eStatements/eNotices, please call Member Services at 817-856-4444, or contact us via email at Service@AFCUmail.com. You may alternatively send a letter to Member Services or visit Allied Federal Credit Union at 200 SE Green Oaks Blvd Arlington, TX 76018. We will then discontinue eStatement/eNotice services for your account, and you will receive paper statements and notices for subsequent periods. (Mailed Statement Fee may apply.)

Disclaimer of Warranty and Limitation of Liability

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the eStatements provided to you under the Agreement. We do not and cannot guarantee that the eStatement service will operate without error, or that the eStatement service will be available at all times. Except as specifically provided in this Agreement, or otherwise required by Law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under the Agreement or by reason of your use of the eStatement service, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

The Credit Union makes no warranty that:

- The service will be uninterrupted, timely, secure or error-free
- The service will meet your requirements
- The results that may be obtained from the use of the service will be accurate or reliable
- The quality of any products, services, information or other material purchased or obtained by you through the service will meet your expectations
- Any errors in the software will be corrected

The Credit Union shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from:

- The use or the inability to use the service
- The cost of procurement of substitute goods and services resulting from any goods, data information or services purchased from the service
- Unauthorized access to your transmission
- Unauthorized alteration of your data
- Statements or conduct of the third party service provider
- Any other matter relating to the service

The Credit Union cannot control information on other web sites. We are not responsible for the content or privacy of web sites linked from Allied Federal Credit Union's web sites. Please review the [privacy policy](#) of the service provider.

Our Right to Terminate

You agree that we can terminate the eStatement/eNotices service and revert to printed statements/notices for any reason at any time.

Communications between Allied Federal Credit Union and You

You can use e-mail to communicate with the Credit Union by contacting Service@AFCUmail.com. However, e-mail is not available to initiate transactions on your accounts. Since we may not receive it immediately, you should not rely on e-mail if you need to communicate with us right away (e.g., to report an unauthorized transaction). If you need to contact us immediately, please call Member Services at 817-856-4444. You may alternatively send a letter to Member Services or visit Allied Federal Credit Union at 200 SE Green Oaks Blvd Arlington, TX 76018.

Requesting a Paper Copy of Your Account Statement

You can request a paper copy of your account statement by contacting Member Services directly at Service@AFCUmail.com or call 817-856-4444. (Paper statement Fee may apply.)

Additional Terms and Conditions of your Electronic Statement Disclosure Agreement

This Agreement is in addition to the terms and conditions described in the "Allied Federal Credit Union Online Banking Service Agreement", the Account Agreement and Disclosures; corresponding Service Charge Information schedule; or any other documentation which relates to your account(s) which were given to you at account opening. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make and for other restrictions that might impact your use of an account with eStatements and Online Banking. If you should need another copy of a disclosure, please contact Member Services directly at Service@AFCUmail.com or call 817-856-4444, or write to Member Services at 200 SE Green Oaks Blvd Arlington, TX 76018.

Online Banking Deactivation

Allied Federal Credit Union reserves the right to deactivate Online Banking for any reason at any time. This includes online access, bill payment, internal scheduled transfers, mobile banking and alerts, and other features associated with Online Banking.