## FIRST COMMUNITY CREDIT UNION E-STATEMENT ACCESS AGREEMENT

Please read the following terms and conditions carefully. Any other terms and conditions of your other accounts will continue to remain in effect. Also, we strongly encourage you to print this page. You may do so by clicking on the "Print" button in your browser. By accepting this agreement ("Agreement") and enrolling in E-Statements you agree to permit First Community Credit Union ("FirstCCU") to provide Statements and Notices and to make Disclosures to you in electronic form, instead of providing such Statements, Notices and Disclosures in written form. Your consent and agreement shall relate to Account Statements, Notices and Disclosures between you and FirstCCU and shall remain valid until such time as you exercise your right to revoke this consent. You elect and authorize us, at our discretion, to electronically deliver your Account Statements, Notices and Disclosures. Other Federal and State laws and regulations ("laws") may be enacted or amended in the future to provide for electronic delivery of Account Statements, Notices and Disclosures. Your election also authorizes us, at our discretion, to provide electronic delivery of such Statements, Notices and Disclosures pursuant to these laws after they become effective. Terms and Conditions of Your Electronic Statement, Notice and Disclosure Agreement Except to the extent this Agreement allows for communication by electronic means rather than by paper, the terms and conditions of your "Your Account Agreement" disclosure for each of your FirstCCU deposit accounts as well as your other agreements with FirstCCU, such as your loan related documents, continue to apply notwithstanding anything to the contrary in Agreement. If any provision of Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (expressed or implied) by either party of any default or breach of Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign Agreement without the prior consent of FirstCCU. Agreement is binding upon your heirs or authorized successors and assigns, and FirstCCU's successors and assigns. Certain of the obligations of the parties pursuant to Agreement that by their nature would continue beyond the termination, cancellation or expiration of Agreement shall survive termination, cancellation or expiration of Agreement. Definitions "We", "our", "us" or "FirstCCU" means First Community Credit Union of Beloit. "You" and "your" refer to the Account owner(s) and borrower(s) entering into this Agreement. "Account" or "Accounts" means your loan and deposit accounts at FirstCCU. "Business day" means any calendar day other than Saturday, Sunday, or any holidays recognized by FirstCCU. "Disclosure" or "Disclosures" means communications to you by FirstCCU related to or concerning your Accounts required to be given pursuant to applicable laws and regulations including, but not limited to, privacy statements, and truth-in-savings, funds availability, electronic fund transfers and truth-in-lending disclosures. "E-Statement" refers to an Account Statement presented in an electronic format. "Notice" or "Notices" means communications to you by FirstCCU related to or concerning the terms and conditions of your Accounts including. but not limited to notice of overdraft/non-sufficient funds, account modifications and your performance of your obligations under the Accounts. "Statement" or "Statements" means Account transaction and balance reports and confirmations and payment reports and invoices. Consent to Electronic Delivery of Account Statements, Notices and Disclosures You have the right to receive printed Statements, Notices and Disclosures mailed to your mailing address of record; however, by entering into Agreement, you understand that FirstCCU may cease providing you with printed Statements, Notices and Disclosures in the mail, and that all future Statements, Notices and Disclosures may be maintained on a website that you may access to obtain, review, print and otherwise copy/download your periodic statements. Each month we will send an electronic notice to you advising you of the availability of your Statements as an E-Statement. You may then access your Statements via a link to our website using the procedures we authorize. You understand that if you decide in the future that you would like to receive printed Statements, Notices and Disclosures in the mail instead of receiving Statements, Notices and Disclosures electronically, you agree to notify FirstCCU in person, via telephone, U.S. Mail or electronic communication within your protected on-line credit union account. We may request that your notification be in writing. Our telephone number and postal mail address are listed below in the section entitled "Communications between FirstCCU and You." Depending upon when we receive your request in a Statement period, it may take up to two Statement periods to implement your requested change. You agree that any communication provided to you pursuant to this Agreement, including any future Disclosures or Notices required by law may be made electronically via e-mail notice with instructions/links or via an e-mail with attached disclosures. We will send all Statements, Notices and Disclosures and related attachments and/or documents via e-mail to the last known e-mail address provided by you. You agree to notify us promptly in writing (by letter sent via U.S. Mail) or by calling us at 1-800-828-5923 or 1-608-362-9077, or electronic communication within your protected on-line credit union account of any change of your e-mail address. For your protection and for security purposes, we will not accept any change of e-mail address notices via e-mail outside of your online credit union account. If you have not notified us in writing of any change of your e-mail address, you agree that your failure to provide us with a good e-mail address is the lack of ordinary care on your part. If we become aware that you are not receiving e-mail, we may send all future Statements, Notices and Disclosures and related attachments and/or documents to vou via U.S. Mail to vour last address known to us.

**Security** – You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your E-Statement for each of your Accounts as soon as you receive it. You agree to protect the confidentiality of your Account and Account number, and your user ID and password. You understand that your user ID and password by itself or together with information related to your Account, may allow unauthorized access to your account. For security reasons, we will require the use of an individualized ("logon") password to gain access to your Statements, Notices and Disclosures. Your logon password is confidential information that should be known only by you. FirstCCU will not, for any reason, ask for your logon password. If anyone contacts you and requests this information, contact us immediately. You are responsible for keeping your logon password confidential.

**Log-On Security –** For your protection, you should sign-off after every electronic statement session. However, in order to help prevent unauthorized access to your statement(s), your electronic statement session will end automatically if we detect no activity for fifteen (15) minutes. This is to protect you in case you accidentally leave your computer unattended after you logged on. When you return to your computer, you will be prompted to re-enter your account number and PIN. If you incorrectly enter your password three times within a 24-hour time frame, you will be prevented from access to Statements, Notices and Disclosures. If you are prevented access due to incorrect password, please contact us at 1-800-828-5923 or 1-608-362-9077. You acknowledge that, if you disclose your PIN to anyone else or if your PIN is lost or stolen, third parties may be able to access your FirstCCU statements. You agree that FirstCCU will not be liable for any loss caused by the authorized or unauthorized use of your PIN by any third party to access your statements. You agree to keep your PIN in a place of safekeeping, and you agree that the security of your PIN will be your responsibility at all times.

**Encryption** – The service uses the Secure Socket Layer (SSL) encryption technology while accessing your electronic statements. Your browser automatically activates this technology when it attempts to connect to electronic statements. Electronic statements require a browser that supports 128-bit encryption.

**Certificate of Authority** – The servers hosting your electronic statements have been certified by a "Certificate Authority" to assure that you are actually linked to our electronic statements instead of someone pretending to be us. You agree to the security methods and techniques set

out in this Agreement. You agree that FirstCCU will not be liable for any loss arising out of your use of E-Statements if FirstCCU observes the security methods presently set out in this Agreement, or as amended from time to time. Further, you agree that FirstCCU will not be liable to any loss arising out of your use of E-statements under any circumstances if you fail to observe the security methods and the recommendations set forth in this Agreement. You agree that it will be your responsibility to read current newsletters and inserts located within your E-Statement layout.

Periodic Statements – By enrolling to receive Statements, Notices and Disclosures electronically, you may not receive a separate printed and mailed Statement, Notice or Disclosure. Your E-Statement will be dated the day of the e-mail notifying you of the availability of your Statements, Notices and Disclosures ("E-mail Date"). You must promptly access/review your E-Statement and any accompanying items and notify us in writing within the applicable time period specified in your "Your Account Agreement" disclosure or other applicable agreements of any error, unauthorized signature, lack of signature, alteration, or other irregularity. If you allow someone else to access/review your E-Statement, you are still fully responsible to access/review the statement for any errors, unauthorized signatures, lack of signatures, alterations, or other irregularities. Any applicable time periods within which you must notify us of any errors on your Account Statements shall begin on the E-mail Date regardless of when you receive and/or open the E-Statement. If you need to obtain a printed copy of a Statement, Notice or Disclosure that has not been mailed to you because you have enrolled to receive E-Statements instead, please call FirstCCU at 1-800-828-5923 or 1-608-362-9077. FirstCCU may charge a Statement copy fee for providing this service. Review FirstCCU's current Service Fee Schedule applicable at the time of your request to determine this amount. Change in Terms – We may change any term of Agreement at any time. If the change would result in increased fees for any FirstCCU service, or increased liability for you, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic communication or fund transfer system. We will provide any required notice of the change in terms to you by email or by postal mail. If advance notice of the change is not required, and the change does not jeopardize the security of the Account or our electronic communication or fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. If there is more than one party to the Account, notice to any one Account owner will be effective for all. You acknowledge and agree that the applicable deposit and loan agreements and disclosures govern changes to fees applicable to specific Accounts.

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 Statements, Notices and Disclosures provided to you under Agreement. We do not and cannot warrant that Statements, Notices and Disclosures will operate without error, or that Statements, Notices and Disclosures will be available at all times. Except as specifically provided in Agreement, or otherwise required by law, you agree that FirstCCU and 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 Agreement or by reason of your use of E-Statements and electronic Statements, Notices and Disclosures, 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. Further, in no event shall the liability of FirstCCU exceed the amounts paid by you for the services provided to you under this Agreement. Communications between FirstCCU and You Unless Agreement provides otherwise, you can communicate with us in any one of the following ways: Telephone: You can contact us toll-free by telephone at: 1-800-828-5923 or locally at, 1-608-362-9077. Postal Mail: You can write to us at: First Community Credit Union, 1702 Park Avenue, Beloit, WI 53511. Email: info@firstccu.com.

E-Statement Procedures – You will receive an e-mail shortly after the end of each Statement period (not all accounts generate monthly statements) with your E-Statement. You may link to FirstCCU's EStatement site by clicking on the link in the e-mail. Clicking this link will take vou to the Logon page for E-Statements. You will need to enter your user ID and password to view your Statement. FirstCCU may provide Notices and Disclosures to you directly to your e-mail address or, in its discretion, provide notice to you at your e-mail address of the availability of the Notices and Disclosures and you may then access the Notices and Disclosures by way of a link to our website using the procedures we authorize. Hardware and Software Requirements In order to access, download, and print E-Statements, you need to have a personal computer with Internet and email access. The minimum requirements for E-Statements are: Processor Speed: 486 or higher Modern Speed: 28.8 Kbps or higher Monitor Size: Any size, 800x600 resolution or higher Memory Size: 16 MB or higher Adobe Acrobat Reader 5.0 or greater Additional Provisions You Acknowledge and agree that, by requesting electronic statement delivery, you will not receive paper statements. Your electronic statements will be available for thirteen (13) months beginning the next statement after your enrollment. You acknowledge and agree that, if FirstCCU in its judgment believes that the transmission of your statements electronically is no longer viable, or that any such transmission may give rise to security or operational concerns, FirstCCU may cease the electronic delivery of your statements and provide you with paper statements in lieu thereof. You Acknowledge and agree that you have read and you understand the security procedures set out, that any email address you provide to FirstCCU is accurate, that you will promptly notify FirstCCU of any change in your e-mail address in the manner prescribed in the "Consent to Electronic Delivery of Account Statements, Notices and Disclosures" above. You acknowledge that failure to contact FirstCCU with a valid and current e-mail address may result in a return statement/mail fee. You also acknowledge that you have a computer that meets the minimum system requirements set out in this Agreement, and that you have a printer or have access to a printer with the ability to download and print information in order to keep copies of your statements for your records.