



ELECTRONIC DELIVERY OF ACCOUNT STATEMENTS (ESTATEMENTS) AND NOTICES (ENOTICES) AGREEMENT

As an authenticated user of ACMG Federal Credit Union's Online/Mobil Banking Service ("Service"), you may choose to view periodic statements and certain notices via eStatements. By choosing to receive eStatements, you will no longer receive paper statements and certain notices after the acceptance of this agreement. Enrollment in eStatement/eNotices is only available to members who have successfully enrolled in the Service, and who demonstrate they can access, read, review, and/or print eStatements/eNotices.

IMPORTANT INFORMATION ABOUT THIS AGREEMENT:

You are preparing to receive required consumer disclosures in an electronic form. Therefore, this agreement serves the following two purposes:

- 1.) Obtain your affirmative consent to receive the required consumer disclosures in electronic form and provide you with a clear and conspicuous statement about your rights in regard to receiving electronic consumer disclosures as outlined in the Electronic Records and Signatures in Commerce (E-Sign) Act, and;
- 2.) Present you with the required consumer disclosures for electronic delivery of account statements, notices, and other documents.

Please read this agreement carefully. Current disclosures, policies and fee schedule are located on our website www.acmgfcu.org, and should be reviewed by you for applicability to this Agreement.

Terms and Conditions

By completing my enrollment in eStatements/eNotices:

- I understand the following eStatements/eNotices will be available online: savings accounts, checking accounts, club accounts, certificates, IRA accounts and loans (excluding credit cards, student loans, and mortgages).
- I understand that I am agreeing to electronic delivery, at the Credit Union's sole option, of all electronic records such as disclosures, agreements, contracts, receipts, notices, modifications, amendments and all other evidence of Credit Union transactions with me or on my behalf.
- I understand that some important notices may not be available online, and those will be delivered via regular mail.
- I understand that I must provide ACMG FCU with an email address in order to receive notifications and electronic records. It is my responsibility to ensure that ACMG FCU has my correct email address at all times. If I change my email address, I will update that address in my eStatement profile.
- I understand that I need Internet access and a current web browser to receive eStatements/eNotices or electronic records and to access the Service. By enrolling, I verify that I have such equipment and software and that I can access, read, review, and/or print the eStatements/eNotices.
- I understand that when eStatements/eNotices are available for review, I will be notified via the email address I have registered with ACMG FCU. Should the email be returned as undeliverable, ACMG FCU will have completed its obligation to alert me and is under no obligation to attempt any redelivery of the email.
- I understand that eStatements/eNotices will remain available for up to twelve(12) months. Any eStatements/eNotices

posted will be considered delivered on the day that it was first made available to me for viewing.

- I understand that I may request a paper copy of any disclosure or other information received electronically under this Agreement by identifying the specific record requested in writing and mailing to: ACMG Federal Credit Union, P. O. BOX 188, Solvay, NY 13209. To withdraw my agreement to receive eStatements/eNotices and electronic records, I can cancel this service from within the Service. A fee to cancel this service or to request paper copies of statements or electronic records may be imposed as set forth in the Fee Schedule.
- I understand and agree that use of a key pad, mouse or other device to select an item, button, icon or similar act/ action while using any electronic service ACMG FCU offers; or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions, constitutes my signature, acceptance and agreement as if actually signed by me in writing. Further, I agree that no certification authority or other third party verification is necessary to the validity of my electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of my signature or any resulting contract between myself and ACMG FCU.
- I understand that ACMG FCU makes no warranty of any kind, express or implied, including any implied warrant of merchantability or fitness for a particular purpose, in connection with the eStatements/eNotices provided to me under this agreement. ACMG FCU does not and cannot warranty that eStatements/eNotices will operate without error, or that eStatements/ eNotices will be available at all times. Except as specifically provided in this Agreement, or otherwise required by law, I agree that ACMG FCU 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 this Agreement or by reason of my use of eStatements/ eNotices, including loss of profits, revenue, data or use by me or any third party, whether in an action in contract or tort based on a warranty or any other legal theory. Further, in no event shall the liability of the Credit Union and its affiliates exceed the amounts paid by me for the services provided through eStatements/eNotices.
- I understand that ACMG FCU's effort to secure the Service does not secure the Internet or the transaction of information over the Internet. ACMG FCU does not provide protection for email transfers or data transfers utilizing my personal computer. ACMG FCU shall not be liable for any loss, harm or fraud resulting from the introduction of a computer virus, worm or other malicious code in my computer or access device.
- I understand that ACMG FCU reserves the right to change or amend the terms of this agreement by delivering notices of changes or amendments to me by email. I must accept the new terms if I wish to continue eStatement service.

Securing Your Information: We will never contact you on an unsolicited basis to request information concerning your electronic credentials including your user name, password or authentication. We recommend all members review their online account controls and passwords periodically, including: who has access to your online account? How and where are user names and passwords stored? How strong are your passwords and how often are they changed? If you are suspicious of any account activity or experience a member information security related event, or believe that your user name, password, or authentication has been lost or stolen, please contact ACMG FCU immediately at 800-634-9239.

Agreement: You agree that ACMG FCU may communicate with you electronically as necessary. You further agree that ACMG FCU may provide to you electronically all periodic statements and electronic records. ACMG FCU reserves the right to send any or all electronic records or statements to you in paper form to your current mailing address on file. By completing enrollment, you acknowledge that you have read and agree to the terms in this "AGREEMENT TO RECEIVE ELECTRONIC DELIVERY OF ACCOUNT STATEMENTS AND NOTICES." This Agreement, including the validity of any signatures or consents, any claims, or any disputes arising hereunder shall be construed in accordance with and governed by the Laws of the State of New York.