

June 27, 2016

**e- Statement & e-Notice Enrollment Usage Terms
e-Statement, eNotice and Alert Disclosures**

E-Statement Usage Agreement

Sterling Federal Credit Union, (SFCU, "we" or "us") e-Statement service is provided in part with assistance from the credit unions Data Processor, Data Systems of Texas. We will use information collected from you only as necessary to assist in processing statements according to the terms set forth below.

PLEASE READ THE FOLLOWING CAREFULLY. COPIES OF THESE TERMS ARE AVAILABLE UPON REQUEST BY WRITING US:

**Sterling FCU
Attn: Member Service
P.O. Box 1086
Sterling CO, 80751**

- 1. Receiving Statements Electronically (e-Statement).** By accepting the e-Statement Usage Agreement, you authorize Sterling FCU to deliver statements electronically using our Data Processor, Data Systems of Texas. Once you are accepted for enrollment in e-Statements you will no longer receive paper statements.

- 2. Receiving Notices & Alerts Electronically (eNotices and Alerts).** Notices and/or alerts may be delivered to you electronically via e-mail and/or home banking. Email Notices and Alerts authorized by you will be sent to the last known email address provided. It is your responsibility to update your email address with the credit union to ensure account related information included within the email Notices and Alerts is properly received.
 - a. You agree to release Sterling Federal Credit Union from all liability related to the email Notices and Alerts process that may result in delays, interruptions or undeliverable email because of an incorrect email address provided by you, routine maintenance of our systems or other conditions beyond our reasonable control.

 - b. We may always, at our sole discretion, provide you with any alert or notice in paper form, even if you have chosen to receive it electronically. When you use a product or service to which this consent applies, you agree that we may provide you with any alert or notice in electronic format, and that we may discontinue sending paper alerts and notices to you, unless and until you withdraw your consent as described below

- 3. Updating Your Contact Information.** You must have an active e-mail address in order to use alerts and eNotices. You must promptly notify us of any change in your e-mail address or other contact information. You may change your e-mail address on record by going to the Service tab within Internet Teller/Home Banking and updating your contact information.

You may also notify us by:

Calling: 907.522.0111

Writing us:

Sterling Federal Credit Union

P O Box 1086

Sterling, CO 80751

email: service@sterlingcreditunion.org

If you fail to update or change an incorrect or invalid e-mail address or other contact information, you understand and agree that all alerts and notices shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form, on our website, or e-mailed to the e-mail address we have for you in our records, or delivered through other electronic means.

- 4. Confidentiality on Internet.** Sterling FCU may collect your IP address, domain name and may request your e-mail address.
 - a. Sterling FCU will store and protect this information in the same manner we store and protect other personal member information. We will only disclose information to third parties about your account or the transfers you make;
 - b. Where it is necessary for completing transactions with Data Systems of Texas,
 - c. In order to comply with a government agency or court orders, or
 - d. If you give us your written permission.
 - e. We reserve the right to provide non-personal identifying information such as aggregate data to third parties
- 5. Security of Site.** Sterling FCU only collects personal information to serve its legitimate business purposes. We use standard security technology to protect personal information. We are not responsible for any breach of security or for the actions of any third parties that may obtain any personal information. Sterling FCU will not be responsible for any loss resulting from a cause over which it does not have direct control, including, but not

limited to, failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes or natural disasters, strikes or other labor problems, wars or government restrictions. Use of e-Statements, alerts and eNotices, is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations. Although we have tried to create a secure and reliable service, the confidentiality of any communication transmitted over the Internet cannot be guaranteed. Accordingly, Sterling FCU and its affiliates are not responsible for the security of any information transmitted via the Internet. Actual or attempted unauthorized use of e-Statements, eNotices, or alerts may result in criminal and/or civil prosecution. For your protection, Sterling FCU reserves the right to view, monitor and record activity of e-Statements, eNotices and alerts without notice or permission from you. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity of e-Statements, alerts and eNotices. Sterling FCU will also comply with all court orders involving requests for such information.

6. Registration. When registering for e-Statements, you represent and warrant that:

- a. you are 18 years old or older;
- 7.** Your registration with Sterling FCU and use of e-Statements, alerts and e-notices will not violate any local, state, national or international laws or regulations.

Other Terms and Conditions. The terms and conditions set forth here are for the e-Statement, alerts and eNotice services. They do not change any tariffs or other regulations governing the terms and conditions pursuant to which Sterling FCU provides you related services or the terms and conditions pursuant to which Sterling FCU provides you use of the Sterling FCU website. This Agreement shall be governed by the laws of the state in which you live at the time of the transaction, without regard to the choice of law or conflict of law rules thereof.

8. In Case of Errors or Questions About Your Electronic Statement.

- a. If you have any questions or comments regarding your statement, please contact us by calling: 970-522-0111
- b. Or writing:
 - i. Sterling FCU
 - ii. Attn: Member Service
 - iii. P.O. Box 1086
 - iv. Sterling CO, 80751Or E-mail: service@sterlingcreditunion.org

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- 9. Warranty.** The foregoing shall constitute Sterling FCU's entire liability and your exclusive remedy. In no event shall Sterling FCU be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of the equipment, software, and/or this service.
- 10. Exclusions of Warranties.** This service and related documentation are provided "as is" without any warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
- 11. Address Changes.** You agree to promptly change your User Profile with updated e-mail address information when your e-mail address changes. These changes can be made by clicking on the services tab.
- 12. Termination or Discontinuation.** In the event you wish to discontinue this service, you may initiate de-enrollment within e-Statements or contact our Member Service Call Center at 970-522-0111. We may terminate service to you at any time and/or revoke your right to use software. Neither termination nor discontinuation shall affect your liability or obligations under this Agreement. We may terminate this service due to inactivity. If we do this, we will begin sending paper statements in the statement period following the termination.
- 13. Limitation.** Your enrollment in this service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in this service, you agree that we reserve the right to obtain financial information regarding your account from a financial institution to resolve statement problems.
- 14. Disclosures.** I elect and request Sterling Federal Credit Union to provide my account statement, alerts and Notices to me electronically. Further, I request Sterling Federal Credit Union to discontinue sending my account statement, alerts and account notices via postal mail service.

My account statement(s) includes all accounts maintained under my account number; e.g. shares/savings, checking/share draft, loan accounts, certificates, and secondary share/savings accounts.

I acknowledge that Sterling Federal Credit Union will notify me by e-mail when my statements are electronically available and may from time to time send me other communications by e-mail.

I may withdraw this authorization at any time by notifying the credit union in writing, in person, or electronically.

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I may request at any time a paper statement by contacting the credit union in writing, in person, or electronically. The minimum fee for a paper statement is \$3.00.

Electronic statements are retrieved in a secure environment in our Online Home Banking Service, Internet Teller.

In order to access Internet Teller you must use a computer that is hooked up to the Internet with a browser which is capable of supporting HTML and 128-bit SSL encryption;

You should use the most current browser versions of Chrome, Microsoft Internet Explorer, Firefox or Safari.

You will need a current version of a program that accurately reads and displays Portable Document Format or "PDF" files, such as Adobe® Acrobat Reader® version 8.0 and above (available for downloading at <http://www.adobe.com/products/acrobat/readstep2.html>);

You will need a printer if you wish to print out and retain alerts, eNotices or e-statements on paper and electronic storage if you wish to retain eNotices, alerts or statements in electronic form.

By clicking on the "I Consent" button, you consent to receive alerts, Notices and statements in electronic form, acknowledge that you are reasonably demonstrating that you can access alerts, Notices and statements using the hardware and software described above and that you have an active e-mail account from which you are able to print or save alerts and Notices. You are also confirming that you are authorized to, and do, consent on behalf of all other account owners named on your account, product or service, subject to applicable law.

I consent to alerts, e-Notices and to access my account statements through electronic means.

Member Name