

1st Ed Credit Union Electronic Statement Disclosure and Agreement

Before you can enroll in or access our Electronic Statement Presentment services ("*E-Statement Services*"), laws and regulations require us to obtain your affirmative consent to electronic delivery of your periodic account statements and associated disclosures required under Federal and/or State laws or regulations (collectively "*Statement(s)*"). Please read this Electronic Statement Disclosure and Agreement (this "*Disclosure*") carefully.

E- Statements Agreement & Disclosures

This Agreement is the contract, which covers your and our rights, and responsibilities concerning 1st Ed Credit Union's (referred to as the Credit Union) *e*-statement services offered to you. In this Agreement, the words "you" and "yours" mean those who sign the Membership Application or any Credit Union online authorization form. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share and/or loan accounts you have with the Credit Union.

By completing the following consent form and agreement you are authorizing the Credit Union to deliver statements of your account(s) by electronic means. You understand and agree that by requesting electronic delivery, you WILL NOT receive statements in paper form delivered by regular United States Postal Service mail. You agree that electronic delivery will satisfy the credit union's requirement to provide you a periodic statement of your account(s) activity.

Paper or Non-electronic Form

You are not required to enroll in the *E-Statement Services* program. You can continue to receive your Statements in the same format in which you currently receive your Statement, including, if applicable, paper. If you would like to receive your Statements electronically, however, you must enroll in the *E-Statement Services* program and agree to the terms set forth in this Disclosure.

Duty to Review Periodic Statements

The e-mail notifying you of the availability of your *e-Statement* will be dated the following business day after the *e-Statement* 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 Member Services Agreement or Loan Agreement, whichever is applicable, of any error, unauthorized transaction, or 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 other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the E-mail Date regardless of when you receive and/or open the *e-Statement*.

Change of E-mail address

If you change your e-mail address, you will notify us of the change so that we may continue to send you your Statements electronically. You will also notify us of any changes in physical address or telephone number. In the event that we are unable to deliver e-mail to you due to an inaccurate e-mail address, your Statements will be mailed to your physical address of record.

Joint Accounts

If your share account is joint account with another person, one of you may consent to receive statements electronically and that person's election to receive *e-Statements* shall apply to both of you. We will then send the notice regarding the availability of your *e-Statements* to the e-mail address provided in lieu of providing a paper statement. Statement notifications can be sent to only one e-mail address.

Requesting a Paper Copy of a Statement

Requests for paper copies of a statement can be made by e-mailing msr@1edcu.org or by calling 717-264-6506/toll free 888-968-7828. There may be a fee for statement copies.

Hardware and Software Requirements

To access your eStatements you will need to be signed up for Playground (our electronic access product) a personal computer that has the capability of running software that can access the Internet and that can send and receive electronic mail. For accessing the Internet we recommend that you use either Netscape Navigator 5.0 or higher or Microsoft® Internet Explorer 5.0 or higher. If you are reading this agreement online, you have the necessary hardware and software to access your eStatements.

To open and view an e-Statement or any other document sent by the Credit Union your computer system must be equipped with Adobe Acrobat software version 5.0 or higher. You may download Adobe Acrobat for free at www.adobe.com. For maximum performance, we recommend that you use either Netscape Navigator 5.0 or higher or Microsoft® Internet Explorer 5.0 or higher. To retain a copy of your statements, you will need a printer attached to your computer capable of printing Web pages. To save your statements on your computer you can use the "Save" feature of your Internet software to save the pages to your hard drive or to some other media, such as a CD.

Withdrawal of Consent to Electronic Delivery

If at any time after you consent to electronic delivery of your Statements, you wish to withdraw your consent to electronic delivery of your Statements, you should contact the Credit Union. If you withdraw your consent, you will be un-enrolled in the E-Statement Services program and will no longer receive your Statements electronically. Statements issued after your withdrawal is effective will be mailed to your physical address of record. Any special rates received from promotions will revert to the current rate. A fee may apply.

If you consent to electronic delivery of your statements, your consent will apply to all statements unless and until the earlier of (i) your withdrawal of consent as described in the above paragraph, or (ii) the Credit Union's discontinuation of electronic Statement delivery services.

The Credit Union's Right to Amend the Services

The Credit Union reserves the right to amend the E-Statement Services and/or the conditions of participation from time to time, including enlargement or restriction of services available through the E-Statement Service. Your use of the E-Statement Service after any change will indicate your agreement to the amendments and affirm your consent to electronic delivery of statements. The Credit Union will make available to you a copy of any amendments when required by applicable law.

SYSTEM UNAVAILABILITY

Access to the Service may be unavailable at certain times for the following reasons: (1) Scheduled maintenance - There will be periods when systems require maintenance or upgrades; (2) Unscheduled maintenance - Service may be unavailable when unforeseen maintenance is necessary; or, (3) System Outages - Major unforeseen events, including, but not limited to: earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, that may cause system unavailability. The Credit Union will make all reasonable efforts to ensure the availability of the Service. However, the Credit Union is in no way liable for the unavailability of the e-Statements Service or any consequential damages that may result.

Additional Terms and Conditions of Your Electronic Statement Agreement

The terms and conditions of your Membership and Account Agreement for each of your Credit Union accounts as well as your other agreements with the Credit Union such as loans continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Pennsylvania. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the Credit Union's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.