

Athol Credit Union

e-Statements User Agreement

Definitions

As used in this Agreement, the words “we”, “our”, “ACU” and “us” mean Athol Credit Union. “You”, “your” and “user” refer to the account holder authorized by ACU to receive electronic delivery of periodic account statements “e-Statements” under this Agreement. “Account” or “Accounts” mean your accounts at ACU.

Agreement

This Agreement is a contract that establishes the terms covering the electronic delivery of your periodic account statements (e-Statements) for your accounts at Athol Credit Union (ACU). By entering into this Agreement, you accept all the terms and conditions contained herein. Please read it carefully. If you sign up to receive e-Statements, the terms and conditions of the deposit agreement and disclosures for each of your ACU accounts, as well as your other agreements with ACU such as loans, continue to apply.

Consent to Electronic Delivery of Account Statements (e-Statements)

When you sign up for e-Statements, you agree to receive your periodic statements online through our e-Statements service. Your electronic statements will contain the same content as the paper version you have been receiving, which includes: account balances, transaction activity, electronic funds transfer information, year-to-date interest, and error notification procedures. The choice (paper or e-Statements) that is recorded on our system on the day the statement is generated will be the only method used to deliver that month's statement. You should allow 3 business days for any on-line change requests to become available.

Security

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your e-Statements 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 personal identification number and/or password. You understand that personal identification by itself or together with information related to your account, may allow unauthorized access to your account. Any misuse or loss resulting from the misuse of this information is the responsibility of the user. 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 e-Statements, or e-mail transmitted to and from us, will not be monitored or read by other.

Periodic Statements

We will send e-mail to the address you specify to advise you when your eStatement is available, and we will provide a website for you to access it. After clicking on that link, you will be asked to provide your account number and your e-Statements password in order to ensure a secure communication of your statement information. Your statement will become available on the e-Statements site incrementally each month after you enroll for the service. Statements will be available for three months. If you wish to retain them longer, you should download them sometime during the three month period. You may also wish to print the statements. There are no special equipment requirements: your current printer is all you need. There are no fees or account restrictions for using e-Statements. Additionally, you have unlimited access to your active statements via e-Statements. Records are archived for 3 months. If you would like to receive a paper copy of your statement at any time and wish to continue receiving your e-statements, you may do so by doing one of the following:

1. Contact a member service representative at 866-305-9888
2. Notify us in writing at:
Athol Credit Union
P.O. Box 389
Athol, MA 01331
3. Visit us and speak with a member service representative.

There is a fee of \$5.00 per photocopy charged for a paper copy of your statements. In order to access your e-

Statements, you will need “Adobe Acrobat Reader”. This is free software. If you do not have Adobe, a link has been provided in the rates section of our website www.atholcreditunion.com.

It is your responsibility to provide ACU with your current e-mail address in order for you to receive your monthly statement. If your e-mail is returned as undeliverable, we will attempt to contact you to obtain your correct information.

Exclusion of Warranties This service and related documentation are provided “as is” without any warranty of any particular kind either expressed or implied, but not limited to the implied warranties of merchantability and fitness for particular purpose.

Alterations and Amendments

The terms of this Agreement, applicable fees, and service charges may be altered or amended by Athol Credit Union from time to time. In such event, ACU shall send notice to you at your address as it appears on ACU records. Any continuation of the Service after ACU sends you a notice of change will constitute your Agreement to such change(s). Further, ACU may, from time to time, revise or update the ACU program, services, and/or related material(s) rendering prior versions obsolete. Consequently, ACU reserves the right to terminate this Agreement as to all such prior versions of the programs, services and/or related material(s) and to limit access to ACU’s more recent version and updates.

Your Right to Terminate

You may withdraw your consent to receive e-Statements by using one of the following methods:

1. Un-register yourself by going to https://www.member-data.com/estmt/Atholcu/acct_maint.asp and locate the blue “click here” button to un-register from the e-statements service.

2. Notify us in writing at:

Athol Credit Union

P.O. Box 389

Athol, MA 01331

3. E-mail us through the online banking platform secured messaging system, located at the top right after you sign onto the online banking platform at www.atholcreditunion.com.

4. Contact a Member Service Representative at 866-305-9888.

It may take up to thirty (30) days from receipt of your written notice of cancellation for you to receive your next monthly printed mailed statement, with all subsequent printed and mailed statements arriving monthly thereafter.

Our Right to Terminate

You agree that we can terminate your e-Statements and revert to printed mailed statements for any reason at any time.

Assignment

You may not assign this Agreement to any other party Athol Credit Union may assign this Agreement to any present or future, directly or indirectly, affiliated company. ACU may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

No Waiver

Athol Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by ACU. No delay or omission on the part of ACU in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Disputes

In the event of a dispute regarding the service of the e-Statement, you and the Athol Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this agreement is the complete and exclusive statement of the agreement between you and the Athol Credit Union which supersedes any proposal or prior agreement, oral or

written, and any other communications between you and the Athol Credit Union relating to the subject matter of this agreement. If there is conflict between what one of the Athol Credit Union's employees says and the terms of this agreement, the terms of the Agreement shall control.

Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Governing Law

The laws of the State of Massachusetts and applicable Federal laws and regulations shall govern this Agreement.

Communication Between Credit Union and You

If you have any questions regarding our e-Statements service, please e-mail us through our website www.atholcreditunion.com. From the home page, click on "Contact Us". Or, you may call us at 866-305-9888 and speak with a representative from Member Services. You may also write to us at:

Athol Credit Union
P.O. Box 389
Athol, MA 0133

