

# Agreement & Disclosure Electronic Delivery of e-Statements and e-Notices

# 1. Electronic Disclosure Agreement

By clicking "Agree" and accessing the Cornerstone Credit Union (Credit Union) electronic statements (e-Statements) and electronic notices (e-Notices), confirms your acceptance of this agreement, as well as acknowledges your receipt and understanding of this agreement. By clicking "Agree" you further consent to the electronic delivery of all disclosures that are required or may be provided on or with your account and/or loan statements, including, but not limited, to the Billing Rights Statement required by the Truth in Lending Act and the Error Resolution Notice required by the Electronic Fund Transfer Act. By entering into this agreement, you accept all the terms and conditions contained in the agreement. The Credit Union does not require you to accept electronic statements, notices, and/or other documents. You have the option to have the records provided in paper format. Please read this agreement carefully.

#### 2. Definitions

As used in this agreement, the words "we", "our", "us" and "Credit Union" mean Cornerstone Credit Union. "You" and "your" refer to the account owner(s) entitled to use the e-Statements Service and online banking (CU-Branch). "Account" or "accounts" means your share and/or loan accounts at the Credit Union.

# 3. Accessing your e-Statements, Notices and/or other Documents

Access to your e-Statements requires you login to CU-Branch. Within CU-Branch, you must enroll in our e-Statements Service and "Agree" to receive electronic periodic statements, notices and/or other documents in lieu of paper documents provided to you in connection with your accounts (except credit cards) with the Credit Union. You must also maintain an accurate e-mail address. You understand that the Credit Union will discontinue mailing printed loan and share account statements and notices existing now or in the future to your address of record. Each statement period we will send an e-mail notice to the e-mail address associated with your account, advising you of the availability of your e-Statement. You may then access your statement and any additional required disclosures from our secure site. You may later revoke your consent and request paper statements, notices and/or other documents, however, certain fees may be assessed.

# 4. Joint Accounts

If your account is joint with another person, one of you may consent to receive disclosures 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 of the Primary Member in lieu of providing a paper statement.

### 5. Service Access

The service providing e-Statements is generally available 24 hours a day, 7 days a week; however, this service may be unavailable from time to time for routine software and hardware maintenance or to unscheduled down time. The Credit Union will make every reasonable effort to ensure optimum availability. However, the Credit Union is in no way liable for the unavailability of the system or any damage that may result from system unavailability. We are not responsible for any damage that may occur to your personal computer from the use of this service or the data transmitted through the account access link.

**6. Hardware and Software Requirements**Accessing your e-Statements requires you establish and maintain an accurate e-mail address, have access to a computer that has the capability of running software that can access the Internet, and the capability to send and receive electronic mail (e-mails). For accessing the Internet, you may

use most major browsers (Internet, Explorer, Firefox, or Netscape). You must have access to Adobe Acrobat Reader software (available at no charge at <a href="www.adobe.com">www.adobe.com</a>). To retain a copy of your statement, 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.

### 7. E-Mail Address

Should your e-mail address or physical mailing address change, it is your responsibility to notify us. We recommend you update your e-mail address on our secure site in CU-Branch by clicking on the User Profile tab, then clicking into the User Preference section.

# 8. Electronic "Signature" Agreement and Security

You agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide the Credit Union instructions while participating in our e-Statement or e-Notice service; or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures, or conditions, constitutes your signature, acceptance and agreement as if actually signed by you in writing. You understand the importance of your role in preventing misuse of your account. You agree to protect the confidentiality of your account and account number, and your personal identification number (PIN), your security questions, and other personal identification data, and you will immediately notify the Credit Union should you believe that your password, login, or other identification data has been lost, stolen, or that an unauthorized person has electronically accessed your account. If you allow someone else to access your account/statement through Sub-Accounts, Shared Accounts or other means, you are fully responsible to review your statement for any errors, unauthorized transactions, or other irregularities. The Credit Union does not create nor does it maintain password information for Sub-Account users. Only the primary accountholder can issue or reset Sub-Account user passwords. You further acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication that we, in good faith, believe you have submitted to us.

#### 9. Error Resolution

You agree to promptly examine your statement and notify us immediately of any errors on your account. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem exists. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the Statement Date regardless of when you receive and/or open your e-Statement(s).

### 10. Other Account Related Information

We often include with your paper account statement other periodic notices that relate to the account notices or regulatory information, otherwise known as statement inserts. When you agree to accept electronic statements, you also agree to receive other notices/information by electronic delivery.

# 11. Cancellation of e-Statements, e-Notices and/or other Documents

The Credit Union does not require you to accept electronic statements, notices, and/or other documents. However, certain fees may be assessed for issuing paper statements. You may withdraw your consent for the electronic delivery of e-Statements, e-notifications and/or disclosures by writing us at 550 W. Meadows Dr., Freeport IL 61032, or calling us at (800) 711-3277. We may require additional information, such as your name, account number, and other personal identification questions. Consenting e-Statement members requesting a paper statement may be assessed a fee in accordance with our Member Disclosure & Agreement fee schedule.

### 12. Participating Party Rights

You agree to waive and release any claims against Cornerstone Credit Union arising out of or in any way related to the e-Statement and/or e-Notice service, except for those claims resulting solely from the negligent acts or omissions of the Credit Union. All questions regarding your e-Statements/notices access should be directed to the Credit Union by writing to Cornerstone Credit Union, Attn: Accounting Dept., 550 W. Meadows Dr., Freeport, IL 61032, or by calling (800) 711-3277.

# 13. Additional Terms and Conditions

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. It may be necessary from time to time, to change the terms or conditions with regarding your statement access. We will provide you links to access all notices, attachments and/or documents. 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.

Revised May 1, 2012