

## Century Federal E-Statement Services Disclosure & Agreement

This Agreement describes your rights and obligations as a user of the e-Statement Service ("Service"). It also describes the rights and obligations of Century Federal Credit Union. Please read this Agreement carefully. By pressing the "I Accept" button on CFCU's Online Banking system, you elect and authorize us, at our discretion, to electronically deliver your account statement(s), which we are required to provide to you under applicable Federal and State statutes and their implementing regulations.

**When you click the "I Accept" button, you confirm that you have read these terms and conditions, that you understand them and that you are in compliance with them. YOU WILL NO LONGER RECEIVE A PAPER STATEMENT IN THE MAIL.**

Other Federal and State statutes may be enacted or amended in the future to provide for electronic delivery of account statements. Your acceptance below also authorizes us, at our discretion, to provide electronic delivery of such statements pursuant to these statutes after they become effective. If there is more than one owner that is a party to the account, notice to any one account owner will be effective for all.

You further agree to comply with the supplemental terms and conditions set forth in this agreement, which are set forth below.

### Definitions

The following definitions apply in this Agreement. "E-Statement" is the Internet-based service in which Century Federal Credit Union delivers periodic encrypted account statements to a secure web site. "E-mail" messages are sent to the e-mail address you specify as a convenience when statements are posted for your retrieval. "Password" is the code you create when enrolling for use in opening and decrypting your electronic statement. "We" "us", "Century Federal Credit Union", or "CFCU" refers to Century Federal Credit Union, which offers the Service, and which holds the accounts for which statements are being provided through the Service.

### Access to Services

You will gain access to your e-Statement through the use of your Internet-enabled device, your Internet Service Provider, your electronic mail Provider, and your Password.

### Security Measures

We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronically delivered account statement(s). Our security consists of 128-bit encryption of the data contained in the electronic

statement to protect it while in transit over the Internet.

You understand that these industry standards are dynamic and constantly developing. By accepting this agreement, you acknowledge and understand that there are risks to electronic delivery of account statement(s), including, but not limited to, delay or failure of delivery due to technical difficulties, weather conditions, matters beyond our reasonable control, or interruption and/or alteration of such account statement(s) by third parties in spite of CFCU's commercially reasonable security measures.

By accepting this agreement, you represent that you have considered our security measures, and find that our security measures are commercially reasonable. In reaching this conclusion, you have considered the historical and potential future content of your statement(s), the risks associated with electronic delivery of account statement(s), and our security procedures. If you conclude that our security procedures cease to be commercially reasonable in the future, you must terminate this agreement immediately in accordance with the procedure outlined below.

### Required Computer Specifications

To receive electronic statements, your computer will need one of the following web browser applications:

Internet Explorer 7 or Above

Firefox 3.6 or Above

Google Chrome

We also recommend that you have the Adobe Acrobat Reader installed for additional functionality

### E-mail Address

We will send you notification of online availability to view your periodic account statement(s) by signing into Online Banking. Notification will be sent to you via e-mail to the last known e-mail address provided by you. You agree to notify us promptly of any change of your e-mail address using the procedures set forth below. If you have not notified us in writing of any change to your e-mail address, you agree that your failure to provide us with a good e-mail address is the lack of ordinary care on your part, and we will not be responsible for any loss that occurs as a result of this failure.

### Use of your Security Password

You agree not to allow anyone to gain access to the Service or to let anyone know your Password used with the Service. You further agree that CFCU has no control as to the persons who have access to your personal computer and your Password. CFCU will not be liable for any unauthorized access to your personal computer using your Password. You agree that it is your responsibility to initiate and maintain the highest level of password security procedures to prevent any unauthorized access to your personal computer or unauthorized use of your Password.

**Notice of Unauthorized Access**

If you believe your electronic statement has been lost or stolen, or that someone has obtained access to your electronic statement without your permission, immediately call any Century Federal Credit Union location between 9:00 a.m. and 4:00 p.m. (Eastern Standard Time), and ask for the Member Services Department.

**Changing Your Security Password / E-mail Address**

If you would like to change your e-mail address, you must notify us in writing. If you would like to have your password reset, contact a Member Service Center Representative at 1-800-615-2328 or visit any CFCU branch.

The procedure for changing your current e-mail address or Password is to simply set forth your current e-mail address and Password, which we will then verify, and clearly set forth your new e-mail address and/or Password. We will notify you via e-mail to confirm the requested change.

**Prompt Statement Review**

You must promptly review your electronic statement and any accompanying items. If you discover any errors, unauthorized signatures or alterations, you must promptly notify us of the relevant facts by writing us at the address listed below. You may also telephone us at 708.891.7800, but doing so will not preserve your rights.

Century Federal Credit Union  
Attention: Member Services Department  
4600 Rockside Road  
Independence, Ohio 44131

Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the day it is sent to you by e-mail, regardless of when you receive and/or open the e-Statement. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Limit of Century Federal Credit Union and Other Provider's Responsibility**

Century Federal Credit Union agrees to make reasonable efforts to ensure full performance of

the e-Statement Service. We shall have no liability for failure to perform any e-Statement Service, or for any disruption or delay in performing e-Statement Service, in the event such failure, disruption, or delay is due to circumstances beyond our reasonable control, including, but not limited to, failure or disruption of electrical power, computer equipment, telecommunication systems, your Internet Service Provider, or weather conditions. We shall have no liability for any consequential, special, punitive damages or indirect loss under any circumstances. Century Federal Credit Union is not responsible for any computer virus or related problems, which may be attributable to the Service.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for receiving e-Statements. Century Federal Credit Union will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

We make no warranties of any kind with respect to the software program used to access your electronic statement, and we do not warrant that the software program or the e-Statement Service will meet your specific requirements. We make no warranties of any kind, whether expressed or implied, with respect to the use and adequacy of the software program or the e-Statement Service we provide under this agreement. We disclaim any and all implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

Under no circumstances will Century Federal Credit Union be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the Services, you agree to waive any and all rights to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

**Other agreements**

In addition to this Agreement, you and Century Federal Credit Union agree to be bound by and comply with the requirements of the agreements applicable to each of the accounts for which you elect to receive electronic statements. Your use of the e-Statement Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at Century Federal Credit Union.

**Modifications to this Agreement**

Century Federal Credit Union may modify the terms and conditions applicable to the Service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and the revised

terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will have been deemed to receive it three (3) days after it is sent. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

#### **Inactivity / Termination**

To cancel the e-Statement Service, you must notify Century Federal Credit Union and provide your name, address, and the effective date to stop the Service. You may notify Century Federal Credit Union by one of the following methods:

- (1) By initiating contact through our Web site
- (2) By calling any Century Federal Credit Union location between 9:00 a.m. and 5:00 p.m. (Eastern Standard Time), and asking for the Member Service Center Department.
- (3) By writing a letter and either sending it to the following address or giving it to a CFCU employee:

Century Federal Credit Union  
Attention: Member Service Center Department  
4600 Rockside Road  
Independence, Ohio 44131

#### **Governing Law**

This Agreement is governed by the laws of the State of Ohio and applicable Federal law.

#### **Fee Schedule**

Century Federal Credit Union offers the benefits and convenience of the e-Statement Service to you free of charge.