

ESTATEMENT AGREEMENT AND DISCLOSURE

GATES CHILI FEDERAL CREDIT UNION

Please read this information carefully and print a copy and/or retain this information electronically for your records.

This Agreement is between Gates Chili Federal Credit Union (hereinafter “we”, “us”, “our” or “Credit Union”), and each participating member of the Credit Union’s eStatement program, together with any person who is authorized by a member to use or access this service (hereinafter referred together as “you”, “your” or “yours”). In this disclosure, “communication” means any account periodic statement, or associated authorization, agreement, disclosure, notice or other information that would accompany your account’s periodic statement, including but not limited to information that we are required by law to provide to you in writing.

This electronic consent supplements and modifies other agreements that you may have with the Gates Chili Federal Credit Union. To the extent that this consent and another agreement contain conflicting provisions, this consent will govern the delivery of electronic disclosures and statements, but all other contractual obligations of the parties remain subject to the terms of any other agreements. For example, you will still be required to review any account statements you receive and notify the Credit Union within established time periods if there are any errors on your statement.

- 1. eStatement Access.** Accessing your eStatement confirms your agreement to be bound by all disclosures and agreements and acknowledges your receipt and understanding of this agreement. By accessing your online periodic statements you will be able to view your periodic account and transaction activity for your deposit and loan accounts (excluding credit card, PHH Mortgage and Great Lakes student loan statement activity), electronic funds transfer transactions, periodic notice of billing error rights under federal Regulations Z and E, and Credit Union newsletters and/or statement stuffers, which may contain important legal notices that affect you.

In order to access your eStatement online, you must be actively enrolled in Online Banking. Once that is established, you may log on to Online Banking via our home page. Use your Logon ID and Security Code to access your account, and then click on “Self Service” to enroll in eStatements.

Online Banking is generally available 24 hours a day, seven days a week; however, service may be unavailable from time to time for routine software and hardware maintenance or updates.

- 2. Access Requirements.** You must have access to a computer with the most recent versions of Internet Explorer, Safari or Firefox and a compatible printer. We also recommend using a monitor resolution set at 800x600 or higher. Adobe Acrobat Reader may be required to access supporting documents or promotional materials.

If there is a change in the hardware/software requirements associated with this service, we will notify you and provide an explanation of the updated hardware/software requirements. It is your sole responsibility to insure your personal computer and related equipment are compatible with and capable of operating in a manner that allows you to utilize the eStatement service. If you cannot meet the requirements for any reason you have the right to withdraw your consent at that time at no cost to you. Withdrawing your consent will terminate your eStatement service.

3. **Scope of Communications to be Provided in Electronic Form.** When you elect to receive eStatements you agree that we may provide you with any communications in electronic format, and that we may discontinue sending paper communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:
 - All legal and regulatory disclosures and communications associated with your account.
 - Periodic disclosures or monthly billing statements for your account;
 - Notices or disclosures about a change in the terms of your account or associated payment feature; and
 - Privacy policies and notices.

4. **Method of Providing Communications in Electronic Format.** All communications that we provide to you in electronic format will be provided:
 - Via email;
 - By access to a website that we will designate in an email notice we send to you at the time the information is available; or
 - To the extent permissible by law, by access to a website that we will generally designate in advance for such purpose.

5. **Email Address Required-Notification of Statement Availability.** Your email address is required to participate in our eStatement delivery program. We will send you an email notification at your last email address of record when your online statement is available. You agree to accept responsibility for notifying us if your email address changes. Your eStatement will remain accessible on our web site for six (6) months. If we send your email notification and it is returned to us as undeliverable, you will still be able to access your eStatement from the internet site and should do so until we can resume sending you paper statements again or you advise us that you are unable to access the eStatement. However, any participation in the program will be discontinued and subsequent statements will be distributed to you in paper form.

6. **Right to Receive Paper Statements.** Once you enroll in this voluntary program, your paper statement will no longer be sent to you. Although you have elected electronic delivery, you can request a copy of your periodic statement by contacting the Credit Union at (585) 247-1090 for instructions. Additional fees may apply.

7. **How to Update your Records.** It is your responsibility to provide us with your accurate, current and complete email address, contact and other information related to this disclosure and to your accounts, and to maintain and update promptly any changes in this information. You can update your email address through Online Banking or you can contact us by phone and we will assist you in updating your personal information.

8. **How to Withdraw Consent.** You have the right to withdraw your consent to receive your statements in electronic form at any time. If you elect to withdraw your consent there is currently no cost to you and your participation in eStatements will be terminated. To withdraw your consent, you must change your preferences on Online Banking or you can notify us by calling (585) 247-1090 and we will resume sending you paper statements. At our option, we may treat an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic communications. We will not impose any fees to process the withdrawal of your consent to receive electronic communications. Any withdrawal

of your consent to receive electronic communications will be effective only after we have a reasonable period of time to process your request.

9. **Termination / Changes.** We reserve the right, at our discretion, to discontinue the provision of your electronic communications, or to terminate or change the terms and conditions on which we provide electronic communications. We will provide you with notice of any such termination or change as required by law.
10. **Email Communications.** You 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 email or other electronic communication that we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any email or other electronic communication; and may respond to any email at either the address provided with the communication, the email address listed on your Online Banking agreement, or any other communication or written communication actually received by us. Although we have no obligation to do so, we reserve the right to require authentication of emails or electronic communications. The decision to require authentication is at the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to use if a communication cannot be authenticated to our satisfaction.
11. **Authorization Consent.** By agreeing to the terms and conditions of this consent, you represent that you are authorized to enter into this consent for all persons who own or are authorized to access any of your accounts, and that such persons will be bound by the terms of this consent.
12. **Electronic Signature Agreement & 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 eStatement program; 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. Further, you agree that no certification authority or other third party verification is necessary to validate your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union. You agree and acknowledge that you will keep your Security Code and identification data confidential, and you will immediately notify the Credit Union should you believe that your Security Code has been lost, stolen, or that an unauthorized person has electronically accessed your accounts.
13. **Governing Law.** This agreement, including the validity of any signatures or consent, any claim, or disputes arising hereunder shall be construed in accordance with and governed by the Laws of the State of New York.