

## **ALLEGIUS CREDIT UNION**

244 ALLEGIUS DRIVE  
BURNS HARBOR, IN 46304  
219-787-8049

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# **e-Statement Services Agreement**

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

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 is set forth below.

### **Definitions:**

The following definitions apply in this Agreement.

### **E-Statement**

The internet based service in which the Allegius Credit Union delivers periodic account statements, which you accept under the terms set forth in this E-Statement Agreement; and Password. The code you create when enrolling for use in opening your electronic statement. We, us, The Allegius Credit Union, or simply Credit Union refers to Allegius 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, and your User ID / 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. Once you receive and open an electronic statement, you are responsible for maintaining the security of the contents of the electronic statement whether viewed, printed, or stored on your computer.

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 the Credit Union'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 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.

### **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 the Credit Union has no control as to the persons who have access to your personal computer and your Password. The Credit Union 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 our 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 the Credit Union during normal business hours.

### **Prompt Statement Review**

You must promptly review your electronic statement and any accompanying items. If you allow someone other than you to review your statements, you must still review the statement for any errors, unauthorized signatures, lack of signatures, alterations, or other irregularities, because you will be responsible for the wrongful acts to your account(s). Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the day the E-statement is available on your account, regardless of when you view the E-statement. If your statement shows any error, unauthorized signature, lack of signature, alteration or other irregularity, notify the Credit Union immediately by

calling the Credit Union during normal business hours or writing the Credit Union at:

## **ALLEGIUS CREDIT UNION**

244 Allegius Drive  
Burns Harbor, IN 46304  
(219) 787-8049 or (800) 537-8386  
Business Days: Monday through Saturday.  
Excluding Federal Holidays.

If you do not notify the Credit Union within sixty (60) days after the statement was sent to you, you may not recover any money lost after the sixty (60) days which would not have been lost if the Credit Union had been notified in time. If a good reason as reasonably determined by the Credit Union (such as a long trip or hospital stay) delayed you from contacting the Credit Union, the Credit Union, at its option, may extend these time periods.

### **Limit of Credit Union and Other Provider's Responsibility**

The 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.

The 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. The Credit Union will not be responsible for any errors or failures from the malfunction 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 express 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 the 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 right to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

### **Electronic Mail**

If you send the Credit Union an electronic mail message, the Credit Union will be deemed to have received it on the following business day. The Credit Union will have a reasonable time to act on your e-mail.

You should not rely on electronic mail if you need to communicate with the Credit Union immediately (e.g. if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that is scheduled to occur).

You agree that the Credit Union may respond to you by electronic mail with regard to any matter related to the Service. Any such electronic mail sent to you by the Credit Union shall be considered received within three (3) days of the date sent by the Credit Union, regardless of whether or not you sign on to your specified e-mail account within that time frame.