You must agree to the terms and conditions set forth in the agreement below in order to enroll for the eStatements Service.

## WRIGHT-PATT CREDIT UNION, INC. eStatements SERVICE AGREEMENT AND DISCLOSURE

This Wright-Patt Credit Union, Inc. eStatements Agreement and Disclosure ("Agreement") is the contract which covers your and our rights and responsibilities concerning the eStatements services ("eStatement Service," "Service" or "Services") offered to you by Wright-Patt Credit Union, Inc. The Service permits you to electronically receive your periodic Account statements ("Account Statement") and communicate with us. In this Agreement, the words "you", "your" and "yours" mean those who request and use Wright-Patt Credit Union, Inc. Services, any joint owners of accounts accessed under this Agreement or any authorized users of this Service. The words "we," "us," "our" "WPCU" and "Credit Union" mean Wright-Patt Credit Union, Inc. The word "Account" means any one or more accounts you have with the Credit Union, including, but not limited to share ("savings"), share draft ("checking"), and open-end and closed-end loans, credit card accounts.

BY SIGNING UP FOR HOME BANKING YOU ARE ELECTING TO RECEIVE ELECTRONIC DELIVERY OF YOUR PERIODIC FINANCIAL STATEMENTS AND OTHER CORRESPONDENCE FROM WPCU. THE CORRESPONDENCE MAY INCLUDE, BUT IS NOT LIMITED TO: ACCOUNT STATEMENTS, ACCOUNT STATEMENT NOTICES, CREDIT CARD STATEMENTS, IRS TAX FORM NOTICES, TRANSACTION NOTICES, OVERDRAFT NOTICES, REGULATORY DISCLOSURES, AND NEWSLETTERS. ALL ACCOUNT STATEMENTS, CREDIT CARD STATEMENTS AND IRS TAX FORMS WILL BE AVAILABLE TO VIEW FOR 12 MONTHS. YOU WILL BE SENT A NOTICE VIA EMAIL TO INFORM YOU WHEN YOUR WPCU TAX FORMS (1098, 1099INT, 1099MISC, 1099Q, 1099R, 5498, AND 5498ESA) ARE AVAILABLE FOR YOU TO VIEW, SAVE, OR PRINT. YOUR CONSENT FOR ELECTRONIC IRS TAX FORMS APPLIES TO EVERY YEAR THE STATEMENT IS FURNISHED OR UNTIL YOU CANCEL YOUR ELECTRONIC ENROLLMENT.

By requesting and using our Service, each of you, jointly and severally, agree to receive your Account Statement electronically, to waive your right to receive an Account Statement and the disclosures contained therein via mail or any other delivery method, and to the terms and conditions in this Agreement, and any amendments.

ACCOUNT STATEMENT ACCESS. If we approve your application for the Service, you will receive your Account Statements and other correspondence electronically. We will send a notice to you by e-mail when the current Account Statement is available. You must use a personal computer to access your Account Statements. You must use your Password along with your Username to access your Account Statements. Our Service is accessible seven (7) days a week, twenty-four (24) hours a day.

IF YOUR EMAIL ADDRESS CHANGES AND WPCU IS NOT NOTIFIED, WE WILL SEND ALL ELECTRONIC STATEMENT RELATED NOTIFICATIONS TO ANY OTHER EMAIL ADDRESS WE MAY HAVE ON RECORD FOR YOU. THREE CONSECUTIVE UNDELIVERABLE EMAIL ATTEMPTS MAY CAUSE WPCU TO REVOKE ELECTRONIC SERVICES UNTIL A VALID EMAIL ADDRESS IS PROVIDED.

IF THE REVOCATION OF YOUR CONSENT IS RECEIVED LESS THAN TEN (10) DAYS BEFORE THE END OF YOUR STATEMENT CYCLE THE REVOCATION MAY NOT TAKE EFFECT UNTIL THE FOLLOWING STATEMENT CYCLE. WHEN YOU CANCEL ENROLLMENT IN eSTATEMENTS, WPCU

WILL RESUME MAILING ALL OF YOUR CORRESPONDENCE AS ELECTED THROUGH THE U.S. POSTAL SERVICE AT NO ADDITIONAL CHARGE TO YOU. IF YOU WOULD LIKE TO OBTAIN A PAPER COPY OF THE EMAILED CORRESPONDENCE, WPCU WILL PROVIDE IT TO YOU AT NO COST TO YOU.

**MINIMUM HARDWARE, SOFTWARE, AND BROWSER REQUIREMENTS.** Please refer to the Wright-Patt Credit Union Internet Account Access Agreement, Optional Bill Pay Agreement and Disclosure Statement for current hardware, software, and browser requirements. IF WPCU CHANGES THE HARDWARE AND SOFTWARE REQUIREMENTS TO ACCESS THE SERVICE, AND IT MAY CREATE A MATERIAL RISK THAT YOU WILL NO LONGER BE ABLE TO ACCESS OR RETAIN SUBSEQUENT ELECTRONIC COMMUNICATIONS, WE WILL NOTIFY YOU AND YOU WILL BE ABLE TO WITHDRAW YOUR CONSENT WITHOUT THE IMPOSITION OF A FEE.

## YOU CANNOT PERFORM ELECTRONIC FUND TRANSFERS OR CONDUCT OTHER

**TRANSACTIONS** from this Service. To perform electronic fund transfers to or from your Accounts you must enroll in Home Banking. For instructions to enroll in Home Banking and for your Electronic Fund Transfers Act disclosures go to the Credit Union's home page.

**SERVICE LIMITATIONS.** The following limitations may apply in using the Services listed above: The Credit Union may not immediately receive e-mail communications that you send and we will not take action based on e-mail requests until we actually receive your message and have a reasonable opportunity to act. If you need to contact us immediately regarding an error or unauthorized transaction, you may call us at (937) 912-7000.

Although you cannot make any electronic fund transfers from or into any of your Accounts from eStatements, persons gaining access to your Account information through the Service can learn important information about your Accounts. If you authorize anyone to use your Password, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of your Password and the Credit Union suffers a loss, we may terminate your eStatements Services immediately.

**FEES AND CHARGES.** There are no charges for our eStatements Services. We will notify you of any changes as required by law.

ACCOUNT STATEMENTS. Your Account Statements will show transfers, withdrawals, bill payments, and other important information. If you would have received a monthly statement in the mail, you will instead receive a monthly Account Statement via eStatement. Your eStatements are securely available on line for at least twelve months.

**TERMINATION OF eStatements SERVICES.** You agree that we may terminate this Agreement and your use of the Service if you or any authorized user of your Account or Password breaches this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your Account or Password. You or any other authorized party on your Account can terminate this Agreement by notifying us in writing. If the revocation of your consent is received less than ten (10) days before the end of your statement cycle the revocation may not take effect until the following statement cycle. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement.

**NOTICES.** The Credit Union reserves the right to change the terms and conditions upon which this Service is offered. We will send notices to you before the effective date of any change, as required by law.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY. WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE eSTATEMENT SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. WE DO NOT AND CANNOT WARRANT THAT THE eSTATEMENT SERVICE WILL OPERATE WITHOUT ERROR, THAT THE eSTATEMENT SERVICE WILL BE AVAILABLE AT ALL TIMES, OR THAT THE eSTATEMENT SERVICE WILL MEET YOUR REQUIREMENTS. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY SERVICE OR PRODUCTS PROVIDED UNDER THE AGREEMENT OR BY REASON OF YOUR USE OF THE ESTATEMENT SERVICE, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY OR ANY OTHER LEGAL THEORY.

**DUTY TO REVIEW PERIODIC STATEMENTS.** You must promptly access/review your eStatement and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity. If you allow someone else to access your eStatement, you are still fully responsible to review the eStatement for any errors, unauthorized transaction, or any other irregularities. Any applicable time periods within which you must notify us of any errors on your Account Statements shall begin on the eStatement email notification date regardless of when you access and/or review your eStatement. If you do not immediately report to us any non-receipt of eStatements or any error, irregularity, discrepancies, claims or unauthorized debits or items, you shall be deemed conclusively to have accepted all matters contained in the eStatements to be true, accurate and correct in all aspects.

**GOVERNING LAW, OUR RULES AND OTHER AGREEMENTS.** This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Ohio where you opened your Account. In addition, your Accounts are subject to the WPCU Membership and Account Agreement, separate agreements for your various Accounts, Funds availability Disclosure, General Fee Schedule, WPCU rules and regulations, and if applicable, the Home Banking and Optional Bill Pay Agreement, Mobile Banking Agreement and Remote Deposit Agreement, as they now exist or may be hereafter amended. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of this Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement between us. If this Agreement, then the other agreement will control and take precedence, unless this Agreement states otherwise. The other agreement will only control with respect to the service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency. You agree not to disassemble, decompile, copy, modify or reverse engineer any WPCU proprietary software or allow anyone else to do so.

By accepting below you certify that you have read and understand the foregoing and have voluntarily agreed to the terms and conditions of this Agreement with full knowledge of its significance.

\*\*\*\*\* END OF AGREEMENT \*\*\*\*\*