

## ELECTRONIC STATEMENT SERVICE AGREEMENT AND DISCLOSURE STATEMENT FOR EASTERN UTAH COMMUNITY CREDIT UNION ONLINE ELECTRONIC STATEMENTS

This Agreement and Disclosure Statement for Eastern Utah Community Credit Union Online Electronic Statements (the "Agreement") describes the terms and conditions for the use of the Eastern Utah Community Credit Union Electronic Statement Service (the "Electronic Statement Service"). You should read this Agreement carefully and keep an electronic or hard copy of it with your other account records.

Neither enrollment in, nor continued use of the Electronic Statement Service is required in order to use any online Service other than the Electronic Statement Service. You may discontinue the Electronic Statement Service at any time using the procedures set forth herein.

### CONSENT FOR ELECTRONIC STATEMENT

Signing this form will signify your acceptance of and intent to be bound by all terms, conditions, and provisions of this Agreement and consent for your receipt of Electronic Communications and Disclosures. When you click the "I Agree" button you will be adopting and using an "electronic signature" which will signify your acceptance of and intent to be bound by all terms, conditions, and provisions of this Agreement and consent for your receipt of Electronic Communications and Disclosures. Your signature or electronic acceptance of this Agreement also will constitute your certification that you have provided and will continue to provide true, accurate, current, and complete information about yourself as requested in connection with the use of the Electronic Statement Service. You may not use the Electronic Statement Service if you do not sign or electronically accept this Agreement. Each use of the service by you or others you allow to use the Electronic Statement Service confirms your agreement to abide and be bound by the terms and conditions of this Agreement, as in effect at that time.

In this Agreement, the use of the terms "we," "us" and "our" means, Eastern Utah Community Credit Union, and any agent, independent contractor, designee, or assignees that we may, in our sole discretion, involve in the providing of the Electronic Statement Service. The terms "you," "your" and "yours" means (i) each and every person who now or hereafter is an account owner or authorized user with respect to any Account at the Credit Union or any person who has an interest therein, and (ii) each and every person who now or hereafter subscribes to or uses the Electronic Statement Service. The term "Business Day(s)" means our business days which are Monday through Friday, except Credit Union holidays as posted in our lobby or on our statements or newsletters. To be a Business Day, we must be open for four hours or more at our main office and meet the definition above. "Account" means all sub-accounts related to the account for which you elect to use the Electronic Statement Service.

The Electronic Statement Service allows you to receive in electronic format your credit union account statements that we would otherwise mail to you. This service will allow you to view, save to your computer and/or print them at your convenience. Once you have elected the use of the Electronic Statement Service we may include, at our discretion, the delivery to you of any information related to your Account in Electronic format. This may include any required disclosures, notices, and information that we ordinarily transmit with account statements, including, but not limited to, our annual Privacy Policy Notice, Annual Regulation E-disclosure, other required federal disclosures, change in terms to your account, our newsletter, advertisements, and other material ("Other Credit Union Information").

Once you elect this service, it will apply to all accounts associated with the same account number including all related sub-accounts.

When you activate the Electronic Statement Service, neither you, nor any of your co-owners will receive any further mailed paper statements for any of your Accounts, whether such Account exist as of the time of Electronic Statement Service activation or are subsequently added. All subsequent statements for such Accounts will be furnished electronically, as provided in this Agreement (provided, however, we may continue to mail paper statements, as well as provide electronic versions of the statements at our discretion).

### ELECTRONIC STATEMENT DELIVERY

We will post the periodic statements for your Account(s) at the Eastern Utah Community Credit Union Internet Banking Web Site. To access the Electronic Statements you will be required to login using the username, password and other authentications assigned to the Account.

We will only post your Statements for a period of time (currently approximately 12 months). It is your responsibility to download and save or print and retain, your Electronic Statements for your records. However, you may request a paper replacement copy of your statements at any time for a fee. Except as otherwise required by applicable law, you acknowledge and agree that it is your responsibility to access the Electronic Statements as they are posted at the Eastern Utah Community Credit Union Internet Banking Web Site without any notification or cue to do so from us. At our discretion, or if required by applicable law we may send electronic notification to the email address you have provided to us, when a statement for your Account is ready to be accessed. If we elect to deliver Other Credit Union Information to you electronically, we will send an electronic notification to the email address you have provided to us or otherwise furnish you with such notification as may be permitted or required by applicable law (including, without limitation, by posting Other Credit Union Information at the Eastern Utah Community Credit Union Web Site without transmitting any separate notification to you). This may include electronic attachments of the Other Credit Union Information, and/or instructions or links for accessing the Other Credit Union Information, and/or pop ups or other displays of the Other Credit Union Information.

You agree to log into the internet banking web site and to check your email routinely. If you experience any problem receiving this information at our internet banking website or your email, you must notify us as soon as possible. You may notify us by calling us at 1-800-700-2781 during our normal business hours. From time to time, we place important information on your statement in addition to the account information. This can include federal disclosures, changes in terms, holidays, etc. You agree that we do not have to send you notification if the information is part of your statement posted electronically or sent with e-mail.

The account agreement that you have with us and/or agreements and disclosures regarding your Accounts with us describe your obligations and responsibilities with respect to timely examining your periodic account statements and reporting errors and discrepancies to us. These obligations and responsibilities are applicable to your examination and review of the Electronic Statements. You agree that you will not alter any information in any Electronic Statement or Other Credit Union Information, and you agree that our record of any Electronic Statement or Other Credit Union Information is the best evidence of the information set forth in such Electronic Statement or Other Credit Union Information, as applicable.

### MINIMUM SYSTEM REQUIREMENTS

There are certain minimum requirements of your computer to access the Electronic Statement Service. The Computer must use a Windows7 based or Apple7 (Mac7) operating system with Internet access. The web browser must adhere to the HTML 4.01 protocol and have 128 bit encryption. Your modem must support 128-bit encryption. You must set your browser to accept "cookies" and you must have JavaScript 7 enabled. A printer is required. The files may be large, so you must have sufficient storage space

available. You must maintain a valid operating email address. We may post additional requirements and specifications on our Web Site. You must have telephone equipment and services, Internet connection services, computer hardware and software, and other equipment necessary for you to access and use the Electronic Statement Service and maintain them at your expense. We are not responsible for any computer viruses, problems or malfunctions resulting from any computer viruses, or related problems that may be associated with the use of an online system. You agree to maintain and update your anti virus software program, operating system, and firewall on your computer. You agree that we are not responsible for errors or failures of any software or hardware on your computer.

We attempt to have our Electronic Statement Service available 24 hours a day, seven days a week (with the exception of maintenance periods), although we accept no liability if the service is not available at any particular time. Availability of the service may be affected by many factors, including but not limited to network usage, telephone line condition, bandwidth, other users access of our system or the system on which the service resides, your computer, your telephone or internet service, weather, electrical service, and many other factors.

You acknowledge and agree that you or any of your co-owners or authorized users may terminate any Service on behalf of all depositors on the accounts.

You agree that we may act on any instruction given to us using your Password notwithstanding any dual or multiple signature requirement identified on the signature card or other document. You agree that authorization of transactions through the Service shall be considered the same as your written signature. You also agree that use of your username, password and other authentications assigned to the Account is the agreed security procedure to access the Electronic Statement Service and that such security procedure is commercially reasonable.

You agree to keep your the username, password and other authentications assigned to the Account confidential, to prevent unauthorized access to your Accounts, and to prevent unauthorized use of the Electronic Statement Service. If you provide your username, password and other authentications assigned to the Account to someone, we will consider that you are authorizing that person(s) actions. We have no mechanism to verify your identity or authorization except by use of your username, password and other authentications assigned to the Account. You agree to change your Password frequently. You should NOT use your ATM or debit card PIN as your Password.

If the Electronic Statement Service is blocked by us or if you forget your username, password and other authentications assigned to the Account, you must contact us at 800-700-2781 during our business hours. We may issue you a new username, password and other authentications assigned to the Account. This may take several days in which you will not have access to the service.

You should take precautions to protect all of your personal identification information, such as your driver's license, Social Security Number, all information and data stored in your computers hard drive or other memory device, and email account. This information by itself or together with other account information may allow unauthorized access to your Accounts.

You must keep your email address and mailing address current and updated with us at all times. If either changes call us at 800-700-2781 during our normal business hours or write us at: PO Box 719, Price, Utah 84501. We may allow updating your email address on the Eastern Utah Community Credit Union Web Site. If any email containing notifications or information is returned "undeliverable" or otherwise rejected for delivery, then we will send the paper notice to you at the postal address we have on file for you. You should check your email frequently at least as often as you would check your regular mailbox for mail.

Email is not an effective way to contact us. An electronic message sent by you will not be immediately received by us. Any notification email sent by us may be an automated message with no ability for you to respond or reply to the message using email. You cannot use email to make an account inquiry, notify us of errors, or funds transfer. Email to us will not be considered written communication unless; in our sole discretion we accept the individual message as such. Our acceptance of an email as a written communication does not obligate us to accept future emails as a written communication. There may be other limitations to your use of electronic messaging from time to time in effect.

If you do send us email, you acknowledge the risk: you agree that such communication to or from us may include your account information. You acknowledge that the authenticity, privacy or accuracy of information received or sent by email cannot be guaranteed. You agree that we may send confidential information to you and you agree to maintain this confidentiality. If you believe an unauthorized person has gained access to your computer system or email account, you agree to immediately notify us. You agree to release, indemnify and hold us harmless from all claims, losses, expenses or liability arising from or in connection with any email communications.

### RIGHT TO WITHDRAW CONSENT

You may terminate your use of the Electronic Statement Service at any time by calling 800-700-2781 or writing us at PO Box 719, Price, Utah 84501.

If the Electronic Statement Service is terminated, we will resume mailing paper statements for such Account, together with the disclosures, notices, documentation and information that accompany such statements, according to the terms of the deposit agreement governing such Account, or as required by applicable law, to the postal address in our records for such Account, beginning with the next periodic statement following such termination. You agree that we shall have a reasonable opportunity to act upon such termination. Generally, at least 10 days notice will be required. Termination of the Electronic Statement Service will result in the termination of the Statement Service for all related Accounts. Changing the ownership or agency status of an Account may terminate the Electronic Statement Service. We may terminate your enrollment in the Electronic Statement Service without notice if, we believe your email address is no longer valid or in the event that any Electronic Statement Service notifications or information that we transmit to your email address is returned or rejected for delivery.

We may terminate or suspend any of the Electronic Statement Service at any time, in our discretion, without notice to you, except as required by applicable law or regulation, and without liability to you. No termination of any Service will affect your liability or obligations under this Agreement accruing prior to the date of termination or any provisions of this Agreement, which, by their nature, are intended to survive termination.

### EXCLUSION OF WARRANTIES

#### LIMITATION OF LIABILITY

YOU EXPRESSLY AGREE THAT USE OF THE ELECTRONIC STATEMENT SERVICE IS AT YOUR SOLE RISK. THE ELECTRONIC STATEMENT SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE ELECTRONIC STATEMENT SERVICE, OR IN REGARDS TO YOUR COMPUTER EQUIPMENT OR YOUR INTERNET SERVICE PROVIDER'S EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR THAT THE ELECTRONIC STATEMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE OR THAT ANY ERRORS IN TECHNOLOGY WILL BE CORRECTED.

YOU AGREE THAT WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR DATA AND THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY YOU IS OBTAINED AT YOUR OWN DISCRETION AND RISK, WHETHER DUE TO ANY COMPUTER VIRUS, WORM, TROJAN HORSE, OR OTHERWISE. NO COMMUNICATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM YOUR USE OF THE SERVICE WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THESE TERMS UNLESS, WE SPECIFICALLY AGREE IN WRITING TO A CHANGE IN TERMS THAT REFERENCES THIS SECTION OF THIS AGREEMENT.

YOU AGREE THAT NEITHER WE NOR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS OR THIRD PARTY SERVICE PROVIDERS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY HARMS, INJURIES OR CLAIMS, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE; THE COST OF OBTAINING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED, OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM USE OF THE ELECTRONIC STATEMENT SERVICE; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY OTHER PERSON USING OR ACCESSING THE ELECTRONIC STATEMENT SERVICE; ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE; AND/OR ANY OTHER MATTER RELATING TO THE ELECTRONIC STATEMENT SERVICE OR YOUR USE THEREOF.

YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND US, OUR OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES) CAUSED BY OR ARISING FROM YOUR USE OF THE ELECTRONIC STATEMENT SERVICE, OR THE USE OF THE ELECTRONIC STATEMENT SERVICE BY ANY OF YOUR CO OWNERS OR AUTHORIZED USERS, OR ANY OTHER PERSON WHOM YOU HAVE PERMITTED TO USE THE SERVICE, YOUR BREACH OF THIS AGREEMENT, YOUR INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, AND/OR YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT.

This Agreement constitutes the current, exclusive and entire agreement between you and us in regards to the Electronic Statement Service. Any prior agreements with respect to the Electronic Statement Service are superseded by this Agreement. This Agreement supplements, but does not replace, other agreements, terms and conditions governing your Accounts and/or any other services used by you in relation to your Accounts. Such other agreements, terms and conditions remain in full force and effect, and we may apply the provisions thereof to your use of the Electronic Statement Service, as the context may require. In the event of a conflict between the terms of this Agreement and those of any other agreement, the express terms of this Agreement shall control with respect to the Electronic Statement Service. Your Electronic Consent of the Electronic Statement Service, along with any User's Guide or other instructional material provided by us relating to the Electronic Statement Service are and constitute a part of this Agreement.

You agree not to alter any Agreement with us without our express written agreement. Any attempt by you to alter this Agreement or any other form or agreement without our express written agreement shall be void and shall have no legal effect. You agree to indemnify and hold us harmless from and against any and all claims, losses, liabilities, penalties, expenses and punitive and other damages (including without limitation reasonable attorneys' fees) directly or indirectly resulting from, relating to or arising in connection with any successful or unsuccessful attempt by you to alter either this Agreement, other agreements, or any enrollment form without our express written agreement. You agree that no practice or course of dealing, nor any oral representations or communications by you and/or any of our agents, employees or representatives, which vary the terms and conditions of this Agreement, shall constitute a modification or amendment of the terms and conditions of this Agreement.

No delay or omission by us in exercising any of our rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver by us shall be valid unless in writing and signed by us. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

You may not assign this Agreement or any of your rights or responsibilities under this Agreement. We may assign this Agreement or any or all of our rights and/or responsibilities hereunder, or delegate any or all of such rights and responsibilities to any third party or parties.

When you use the Electronic Statement Service, the transaction and other information you enter may be recorded. By using the Electronic Statement Service, you consent to such recording.

We may change the terms of this Agreement partially or entirely, the fees, charges, features, operational elements, and other terms and conditions applicable to the Electronic Statement Service, at any time in our discretion. Any changes we make will be effective when we determine, with or without notice to you, provided that if required by law, we will furnish you with notice. If you do not agree to any change or amendment relating to terms and conditions of this Agreement or the Electronic Statement Service, you must terminate your use of the Electronic Statement Service. By using any of the Electronic Statement Service after any such change or amendment, you acknowledge and agree to that change or amendment. You agree that we may send change of terms notices to you, as well as any information, disclosures, and/or notices relating to your Account in electronic form, either by posting such information, disclosures, and notices in the Eastern Utah Community Credit Union Web Site (or other applicable website) or by transmitting them, or notice of the availability thereof at the applicable website, to the e-mail address you have provided us in connection with your use of the Electronic Statement Service. You specifically acknowledge and agree that we may periodically transmit to you by email advertisements, notices, reminders, help information, delinquency, dormant, or inactivity notices, and other messages concerning your Account.

You agree and confirm that we may provide you with an electronic record, via electronic messaging or delivery as provided above, of any and all disclosures and information that we are required by applicable

law or regulation to provide in writing (including, without limitation, the Electronic Fund Transfer Act, as amended, and Regulation E, as amended. You will be deemed to have received such notices or disclosures three (3) days after we post them in the Eastern Utah Community Credit Union Web Site (or other applicable website) or on the day we transmit them via e-mail or transmit notice by e-mail of the availability thereof at the applicable website, to your email address, as applicable, whether or not you have retrieved them by that time. You acknowledge and agree that any present or future election by you to include your name in any internal database that we maintain in order to keep a record of who does not wish to receive electronic messaging, generally, shall not apply to or affect this Agreement to receive electronic information, disclosures and/or notices relating to the Electronic Statement Service. We always reserve the right, to mail or otherwise transmit to you paper copies of any information, disclosures and/or notices relating to your Account in lieu of or in addition to electronic versions thereof.

If we offer new services on our web site or otherwise, by using these new services, you agree to be bound by all terms and conditions applicable thereto.

We shall not be liable for any delay in the performance or nonperformance resulting from any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any Act of God, war, terrorism, epidemic, strike, lockout, riot, weather conditions, equipment failure or malfunction, material shortage, electrical power disruption or shortage, communication failure or any other condition or circumstance not within our reasonable control.

This Agreement, all services offered by Eastern Utah Community Credit Union, and your deposit relationship with us will be governed by the substantive laws (excluding laws of conflict) and regulations of the United States and the State of Utah. Any proceeding for the enforcement of this Agreement or any provision thereof or related to any service by Eastern Utah Community Credit Union shall be instituted only in Utah.

You agree not to use the Electronic Statement Service for any illegal purpose or in breach of any contract or agreement by which you are bound, and you agree to comply with all applicable laws, rules, and regulations in connection with the Electronic Statement Service. You certify that you have legal capacity to enter into this Agreement under applicable law. The Electronic Statement Service and any application for deposit or other services at our website are solely offered to the citizens and residents of the United States of America and may not be accessed while outside the United States. If you choose to use the Electronic Statement Service from locations outside the United States, you do so at your own risk.

As appropriate, the singular shall include the plural and the plural shall include the singular. If any provision of this Agreement is found to be invalid or unenforceable as to any person or circumstance by a court of competent jurisdiction, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

## ERROR RESOLUTION

THE PROVISIONS OF THIS SECTION APPLY ONLY TO ACCOUNTS THAT ARE ESTABLISHED PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES AND FOR ELECTRONIC TRANSACTIONS ONLY.

If you think that your statement is wrong or you need more information about a transaction listed on your statement or appearing on the account activity screen of your computer, you must call us or write us at the telephone number or address set forth above. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared or you received notification of the problem or error on your computer. "Sent" shall mean our posting of the Electronic Statement on our System.

When you call or write us, you must:

1. Tell us your name and the Account number.
2. Describe the error or the transaction you are unsure about (merchant name, account information, transaction date, transaction description, confirmation number for the transaction), and explain as clearly as you can why you believe it is in error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (twenty (20) business days for transactions that have occurred within 30 days after the first deposit to the account) after we hear from you and will correct any error promptly. If we require more time, however, we may take up to forty five (45) days to investigate your complaint or question. If this additional time is necessary, and your written notification has been received by us, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we will not credit your account and we will still have up to forty five (45) days for our investigation.

For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question, and we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

FOR NON-ELECTRONIC TRANSACTIONS ANY TIME PERIOD STATED IN YOUR ACCOUNT AGREEMENT OR UNDER APPLICABLE LAW THAT IS MEASURED FROM WHEN A STATEMENT IS EMAILED, SENT, DELIVERED OR WHEN AN ITEM, CHECK, DRAFT, OR COPY IS DELIVERED TO OR MADE AVAILABLE TO YOU SHALL BE THE DATE THREE DAYS AFTER THE ELECTRONIC STATEMENT IS POSTED TO OUR SYSTEM, WHETHER YOU ACCESS THE ELECTRONIC STATEMENT ON THAT DATE OR AT A LATER DATE, OR NEVER.

ONCE YOU HAVE ELECTED TO RECEIVE ELECTRONIC STATEMENTS, UNTIL YOU NOTIFY US IN WRITING THAT YOU NO LONGER WISH TO GET ELECTRONIC STATEMENTS, THE DATE OF OUR POSTING THE STATEMENT TO OUR SYSTEM WILL BE THE DATE IT IS CONSIDERED SENT, OR DELIVERED AND THE DATE YOU ARE NOTIFIED OF ANY ACTIVITY OR ITEM THAT APPEARS ON THAT STATEMENT.

## NON CONSUMER USERS OF ONLINE SERVICE

To the fullest extent permitted by law, if your use of the Online Service is not primarily for personal, family, or household purposes, and/or if your applicable Account is not established primarily for personal, family, or household purposes, you agree that in no event will we be liable to you under this Agreement, or in performing or failing to perform the transactions contemplated by this Agreement, for special, indirect or consequential damages, including (without limitation) lost profits or attorneys' fees, even if we are advised in advance of the possibility of such damages, or for any other damages whatsoever, notwithstanding any

other provisions of this Agreement to the contrary. You acknowledge and agree that this Agreement and any other related agreements with us set forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by any and all transactions, whether authorized or unauthorized, and we shall have no liability to you for any unauthorized transaction or inquiry, except as otherwise expressly provided in a written agreement between you and us, or as required by applicable law.

By clicking the "I Agree" button or signing below you authorize Eastern Utah Community Credit Union to stop sending all statements, notices of insufficient funds, certificate maturity and other notices using paper and begin sending them using electronic means. Clicking the "I Agree" button or signing below signifies your acceptance of and intent to be bound by all terms, conditions, and provisions of this Agreement and consent for your receipt of Electronic Communications and Disclosures. Your signature or electronic acceptance of this Agreement also will constitute your certification that you have provided and will continue to provide true, accurate, current, and complete information about yourself as requested in connection with the use of the Electronic Statement Service. You may not use the Electronic Statement Service if you do not sign or electronically accept this Agreement. Each use of the service by you or others you allow to use the Electronic Statement Service confirms your agreement to abide and be bound by the terms and conditions of this Agreement, as in effect at that time.

You acknowledge that Eastern Utah Community Credit Union may in our discretion send any such notice in written form instead of electronically if we see fit. In addition to electronic delivery, you may also request a paper copy of this Agreement.

You may change your request at any time and elect to begin receiving statements in paper form by writing us at PO Box 719, Price, Utah 84501 or calling us during business hours at 435-637-2443 or 800-700-2781. There are no fees involved in terminating the Electronic Statement Service.

## E-NOTICES

### MEMBER CONSENT TO ACCEPT ELECTRONIC DELIVERY OF E-NOTICES

In this Agreement, the word "E-Notice" refers to any notice that we would normally provide to you in written form that you retain. The words "you" and "your" refer to you, the member of Eastern Utah Community Credit Union. The words "we," "us," and "our," mean Eastern Utah Community Credit Union.

### CONSENT TO RECEIVE ELECTRONIC NOTICES

By signing below or clicking the "I Accept" button, you agree to accept your E-Notices via email. This includes but is not limited to non-sufficient funds notices, payment due notices, and certificate renewal notices. You further agree that we will discontinue mailing a paper notices to you and will communicate with you electronically, as necessary. You also agree to receive other disclosures online when we elect to make them available in electronic format.

### E-NOTICE DELIVERY

We will send you an email with any notices attached on each business day that you have any of the applicable notices. You may change the email address for your notices at any time by contacting us or maintaining your email address within the online account access system. THERE IS NO CHARGE FOR THIS SERVICE.

### REQUESTING A PAPER COPY OF DISCLOSURES

You may request a paper copy of your notices or any other record received electronically under this Agreement by writing to us at PO Box 719, Price, Utah 84501 or by contacting us at 800-700-2781. A fee may be charged for the paper copy. To avoid this fee, consider printing your E-notices from your computer.

### RIGHT TO WITHDRAW CONSENT

You may terminate this Agreement at any time by notifying us in writing at PO Box 719, Price, Utah 84501 or by contacting us at 800-700-2781. There are no fees for requesting to withdraw your consent for E-Notices and going back to paper notices.

### MINIMUM SYSTEM REQUIREMENTS

The minimum requirements to view your account statements electronically are 64 MB of RAM, 300 MHz processor, Internet Explorer 6 or higher with 128 bit encryption, and a printer if you wish to print your E-Notices, or the ability to store (save) your E-Notices electronically to your computer.

Change of Internet Service Provider, Email address, or Computer Equipment. If you change your email address, computer equipment or Internet Service Provider (ISP) used to access or receive electronic records, you agree to notify us of the new ISP and/or address, email address and/or equipment you will be using. If we change the hardware or software to communicate electronically with you and our change materially affects your ability to access or receive communications electronically, we will notify you of the changes by email and provide you with a statement of your right to withdraw consent