

Jefferson Financial Federal Credit Union
Electronic Statement Disclosure and Agreement

Introduction

This Agreement and Disclosure specifically governs the Electronic Statement Services, and informs you of your rights and responsibilities and the terms and conditions associated with the service you have requested. Please read this Agreement and Disclosure carefully. In this Agreement and Disclosure, the words “you”, “your”, and “yours” mean each and every one who utilizes Electronic Statement Services. The words “we”, “us”, “our”, and “Credit Union” mean Jefferson Financial Federal Credit Union. The words the “Service” refer to Electronic Statement Services.

You agree to be bound by all terms and conditions contained herein, and are in addition to the terms and conditions in our other agreements. You further agree to follow all instructions provided by the Service and reflected on your computer screen. You further agree to abide by any terms or conditions, which may be added because of future enhancements to the Service.

Services

Except as otherwise provided for herein, using your personal computer (PC) and your designated User ID and Password, you can access your Credit Union statement 24 hours per day, seven days per week. We will provide your periodic Credit Union financial account statement electronically. The scope of the information, notices and disclosures that we will provide to you is more fully described below.

Business Days

Credit Union Electronic Statements will be available 24 hours a day, seven days a week, except when down for maintenance or as otherwise indicated in the paragraph titled “System Unavailability.”

Agreement to Electronic Delivery of Account Statements

By entering into this Agreement, you understand that the Credit Union will cease providing you with monthly printed account statements mailed to your mailing address of record, and that all future account statements will be maintained on a site you may access to obtain, review, print and otherwise copy/download your periodic statements. Each month we will send a notice to you via e-mail advising you of the availability of your E-Statement. You may then access the statement via our website at www.JeffersonFinancial.org, using the procedures we authorize. You agree to notify us immediately, via telephone, fax, or in writing of any change in your e-mail address.

You specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of our transactions, or notice of the availability of any of the foregoing with you or on your behalf electronically to the e-mail address you provide us. You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. Also, you may withdraw your consent and revoke your agreement to receive electronic records call, write or e-mail us as set forth in this disclosure. If an e-mail is returned undeliverable, we may change your account statement status to paper and will provide your periodic statement via US mail to your address of record. Thereafter, it will be your responsibility to re-apply for any electronic notification or disclosure services we offer and/or to provide notice of your correct e-mail address pursuant to your Membership Agreement with us.

The Credit Union must receive notification of any change in email address at least three business days prior to the last business day of the month to give us time to affect the change. Failure to do so may result in a delay of lack of delivery of your statement for the given period.

Equipment and Software Requirements

Personal computer, Internet access, and Adobe PDF Reader. Free downloads of Adobe Acrobat Reader are provided.

Issuance and Confidentiality of Your User ID and Password

We reserve the right to require written re-application for a new/replacement password. If you have a “multiple-party account”, your password may be changed by an authorized party to your account. THE CREDIT UNION SHALL HAVE NO OBLIGATION OR LIABILITY TO ANY OF THE PARTIES TO A MULTIPLE-PARTY ACCOUNT IF THE PASSWORD IS CHANGED USING PROCEDURES WE AUTHORIZE.

In Case of Errors or Questions About Your Electronic Statement

You must promptly access/review your Electronic Statement and any accompanying items and contact us IMMEDIATELY if you think your statement is wrong, or if you need more information. YOU MAY NOTIFY US. We must hear from you no later than sixty (60) days after the E-mail date regarding the statement on which the problem or error appeared. Tell us your name and account number, the dollar amount of the suspected error, and the date it occurred. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

If you notify us verbally, we may require you to send us your complaint or questions in writing within ten (10) business days. We will tell you, in writing, the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If you need more time, however, we may take up to forty-five (45) days to investigate, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete

our investigation. If we ask you to put your complaint or request in writing and we do not receive it within ten (10) business days, the Credit Union is not required to credit your account.

For transactions initiated outside the United States, the time period stated above increases to ninety (90) calendar days instead of forty-five (45) calendar days, unless otherwise required by law, to investigate your complaint or question. If your claim is made within thirty (30) days of account opening, we will provisionally credit your account within twenty (20) business days and may take up to ninety (90) calendar days to conduct our investigation.

If we determine there was no error, we will send you a written explanation within three (3) business days after we complete our investigation. You may ask for copies of the documents that we used in our investigation and upon which we relied to conclude that the error did not occur. (We will make these available to you to the extent possible without violating any other member's right to privacy).

Fees and Charges

There is currently no fee for the Service or termination thereof. However, the Credit Union reserves the right to impose fees or to subsequently change any fee structure with or without notice as required by law.

System Unavailability

Access to the Service may be unavailable at certain times for the following reasons: (1) Scheduled maintenance-There will be periods when systems require maintenance or upgrades; (2) Unscheduled maintenance-Service may be unavailable when unforeseen maintenance is necessary; or (3) System Outages-Major unforeseen events, including, but not limited to earthquakes, hurricanes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, that may cause system unavailability. The Credit Union will make all reasonable efforts to ensure the availability of the Service. However, the Credit Union is no way liable for the unavailability of the Credit Union E-Statements Service or any consequential damages that may result.

Disclaimer of Warranty and Limitation of Liability

We make no warranty of any kind, express or implied, including any implied warrant of merchantability or fitness for a particular purpose, in connection with the Electronic Statements provided to you under this agreement. We do not and cannot warrant that Electronic Statements will operate without error, or that Electronic Statements will be available at all times. Except as specifically provided in this Agreement, or otherwise require 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 services or products provided under this Agreement or by reason of your use of Electronic Statements, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort based on a warranty or any other legal theory. Further, in no event shall the liability of the Credit Union and its affiliates exceed the amounts paid by you for the services provided to you through Electronic Statements.

Termination of Agreement and Service

You have the right to withdraw your consent to receive electronic statements. You may do so by using Online Banking or contacting the credit union at 800.259.2471. There is no fee for opting out of Electronic Statements; but if you have Online Banking access and receive paper statement there will be a monthly fee. Please refer to our fee schedule.

Electronic Signature

You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any agreement, acknowledgment, 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 the validity of 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.

Governing Law

This Agreement is made in Louisiana and shall be construed and governed by the laws of the State of Louisiana, without regard to its conflicts of laws, provisions, and to the extent that Louisiana law is not inconsistent with controlling Federal Law.

THIS AGREEMENT INCORPORATES BY REFERENCE THE TERMS AND PROVISIONS OF your MEMBERSHIP AGREEMENT WITH THE CREDIT UNION, WHICH GOVERNS ACCOUNTS AND OTHER AGREEMENTS AND SERVICES OFFERED BY THE CREDIT UNION AND PURSUANT TO WHICH YOU AND THE CREDIT UNION AGREE, UPON THE REQUEST OF AN ACCOUNT OWNER OF THE CREDIT UNION, TO SUBMIT TO MANDATORY BINDING ARBITRATION ANY "DISPUTE" AS THAT TERM IS DEFINED IN THE MEMBERSHIP AGREEMENT.

Effective Date

This Agreement governs your use of the Service and becomes effective upon clicking "I Accept" during registration.