



E-Statement User Agreement

Definitions

The words "we", "our", "us" and "FBFCU", as used in this agreement, mean Fort Billings Federal Credit Union. "You" and "your" refer to the accountholder authorized by FBFCU to receive electronic delivery of periodic account statements "E-statements" under this Agreement. "Account" or "Accounts" mean your accounts at FBFCU.

Agreement

This Agreement is a contract that establishes the terms covering the electronic delivery of your periodic account statements ("E-statements") for your accounts at Fort Billings Federal Credit Union (FBFCU). By entering into this Agreement, you accept all the terms and conditions contained herein. Please read it carefully. If you sign up to receive E-statements, the terms and conditions of the Membership Account Agreement and disclosures for each of your FBFCU accounts, as well as your other agreements with FBFCU such as loans, continue to apply.

Consent to Electronic Delivery of Account Statements (E-statements)

When you sign up for E-statements, you agree to receive your periodic account statements online through our e-Statement service. You will no longer receive a paper copy of your statement. Your electronic statements will contain the same content as the paper version you have been receiving, which may include: account balances, transaction activity, electronic funds transfer information, year-to-date interest, and error notification procedures. The choice (paper or E-statements) that is recorded on our system on the day the statement is generated will be the only method used to deliver that month's statement. When you sign up for E-statements, you also agree to receive online through our E-Statement service any notices, disclosures, promotional materials, newsletters and other such items normally included with the paper version of your periodic statement. When you sign up for E-statements, you agree to provide a valid email address. You also agree to provide the credit union a notice of any changes to your email address. You may change your email address by accessing the "Services" menu on our Online Banking website.

Security

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your E-statements for each of your accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification number and/or password. You understand that personal identification by itself, or together with information related to your account, may allow unauthorized access to your account. For security and privacy reasons, E-statements are accessible only through our secure Online Banking website.

Periodic Statements

We will send an email to the address you specify to advise you when your e-Statement is available, and we may provide a link to the FORT BILLINGS FEDERAL CREDIT UNION website. After clicking on that link, you will be asked to login to Online Banking to access your e-Statement. If your email address is no longer valid, or rejects our notification, we are not obligated to notify you in any other format that your statement is ready. Your e-statement will become available on our Online Banking site incrementally each month after you enroll for the service. E-statements will be available for 6 months. If you wish to retain them longer, you should download them sometime during the 6 months. You may also wish to print the statements. There are no special equipment requirements to print the statement; your current printer is all you need. There are no fees or account restrictions for using E-statements. Additionally, you have unlimited access to your



active statements via E-statements. Please note, you may request an additional paper copy from the Credit Union, applicable statement copy fees will be assessed per our current Schedule of Fees.

Hardware and Software Requirements

To access and retain copies of your online e-statement or other notices, you will need a computer with a working Internet connection and a web browser version of Internet Explorer 5 or higher, Netscape Navigator 7 or higher, or AOL 8 or higher. Macintosh users will need Internet Explorer 5 or higher, Netscape 7 or higher or Safari. Your browser must be enabled to accept cookies and Java script. You will also need Adobe Acrobat or the Adobe Acrobat Reader version 5 or higher.

Exclusion of Warranties

This service and related documentation are provided “as is” without any warranty of any particular kind either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for particular purpose.

Alterations and Amendments

The terms of this Agreement, applicable fees, and service charges may be altered or amended by Fort Billings Federal Credit Union from time to time. In such event, Fort Billings Federal Credit Union shall send notice to you at your address as it appears on Fort Billings Federal Credit Union records. Any continuation of the Service after Fort Billings Federal Credit Union sends you a notice of change will constitute your agreement to such change(s). Further, Fort Billings Federal Credit Union may, from time to time, revise or update the Fort Billings Federal Credit Union program, services, and/or related material(s) rendering prior versions obsolete. Consequently, Fort Billings Federal Credit Union reserves the right to terminate this Agreement as to all such prior versions of the Fort Billings Federal Credit Union programs, services, and/or related material(s) and to limit access to Fort Billings Federal Credit Union's more recent versions and updates.

Your Right to Terminate

You may withdraw your consent to receive E-statements by notifying us in writing. When you notify us in writing, it may take up to thirty (30) days from receipt of your written notice of cancellation for you to receive your next monthly printed mailed statement, with all subsequent printed and mailed statements arriving monthly thereafter.

Our Right to Terminate

You agree that we can terminate your E-statements and revert to printed mailed statements for any reason at any time.

Assignment

You may not assign this Agreement to any other party. Fort Billings Federal Credit Union may assign this Agreement to any present or future, directly or indirectly, affiliated company. Fort Billings Federal Credit Union may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.



No Waiver

Fort Billings Federal Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Fort Billings Federal Credit Union. No delay or omission on the part of Fort Billings Federal Credit Union in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Governing Law

The laws of the State of New Jersey and applicable Federal laws and regulations shall govern this Agreement.

Communications between Credit Union and You

If you have any questions regarding your E-statements access, please email us at memberservice@fortbillings.org or, you may call us at 1-856-423-1469 or you may write to:

Fort Billings Federal Credit Union, 900 Billingsport Road, P.O. Box 369, Paulsboro, NJ 08066-0369