



1st LIBERTY'S eSTATEMENT SERVICE AGREEMENT AND DISCLOSURE

I. Introduction.

1st Liberty Federal Credit Union ("1st Liberty FCU or the "Credit Union") endeavors to provide you with the highest service available and the convenience of receiving electronic statements ("1st Liberty's eStatement Service" or "eStatement(s)"). By enrolling in eStatements, you agree to receive electronic statements in lieu of paper statements, and to all of the terms and conditions contained in this Agreement and Disclosure (the "Agreement"). There is no monthly service fee for eStatements, at this time. Prior to any fee being implemented, you will be given notice, in accordance with applicable law.

All agreements, disclosures, rules and regulations applicable to your account, including other agreements you have with 1st Liberty FCU, now or in the future, remain in effect and are made a part of this Agreement by reference unless specifically modified.

II. Definitions.

As used in this Agreement and 1st Liberty's eStatement Service, the following words have the meanings given below:

"BillPay" means 1st Liberty FCU online Bill Payment Service.

"1st Liberty's eStatement Service" or "eStatement(s)" means electronic statement(s).

"Freedom Teller" means 1st Liberty FCU's online banking service.

"Mobile Banking" means the banking services accessible from the device you have registered with us for Mobile Banking.

"Online Service(s)" means 1st Liberty FCU's Freedom Teller, Mobile Banking, BillPay, and eStatements.

"You" and "Your(s)," means each person with authorized access, as well as anyone you permit to access your account(s), that applies and uses the eStatement service.

"We," "Us," "Our," "1st Liberty FCU" and "Credit Union" means 1st Liberty Federal Credit Union.

III. eStatements Service.

A. Description of eStatements Service. The 1st Liberty's eStatement Service provides you with an electronic version of your periodic account statement **in lieu of paper statements**. It may be accessed through Freedom Teller, using a personal computer, at www.1stliberty.org on the Internet, or through Mobile Banking via other registered electronic devices. You will need to enter your assigned password and satisfy other system's security procedures.

Subject to system availability, you may use 1st Liberty's eStatement Service any time seven (7) days a week, 24 hours a day. Access may be temporarily unavailable due to 1st Liberty FCU updating records or technical difficulties. In addition, access to 1st Liberty's eStatement Service is made available pursuant to a license agreement by and between 1st Liberty FCU and a third party service provider. Any interruption of service or access caused by the third party service provider will also prevent your use of 1st Liberty eStatement Service.

B. Electronic Statements. You agree to receive your periodic account statements online through 1st Liberty's eStatement Service. Your eStatements will contain the same content as the paper version supplied by the Credit Union which includes: account balances, transaction activity, electronic funds transfer information, year-to-date and interest. The choice (paper or eStatement) that is recorded on our system on the last day of the month will be the *only* method used to deliver that month's statement. You should allow 2 business days for any change request to become effective.

C. eStatement Access. You understand that in order to use 1st Liberty's eStatement Service you must have an open account at 1st Liberty Federal Credit Union.

D. Electronic Notification. You agree to accept electronic notifications from 1st Liberty's eStatement Service. Such notifications are used to let you know when your eStatement is available each month. You agree to update 1st Liberty Federal Credit Union when your e-mail address or other contact information changes. Additionally, you agree to notify 1st Liberty Federal Credit Union if you are not receiving monthly notifications.

E. Service Available through 1st Liberty's eStatement Service. The 1st Liberty's eStatement Service allows you to securely view monthly account statements for all accounts including credit card accounts. You may access up to 18 months of history from the time of eStatement sign-up until such service is cancelled. Collectively, these are referred to as the "1st Liberty's eStatement Service".

F. User Security. You agree to take every precaution to ensure the safety, security and integrity of your account. You agree not to leave your device unattended while logged into any Online Services and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your device, login information, or other means to access your account, you are responsible for any transactions they

authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your account

G. Liability for Unauthorized Use. You will notify us immediately if you believe that your password has become known to an unauthorized person. Telephoning 800-824-0585 is the best way of keeping your possible losses to a minimum. If you notify us within two (2) business days after you learn that your password has become known to an unauthorized person, your loss is limited to no more than \$50.00. If you do NOT notify us within two (2) business days, you could be liable up to \$500.00.

H. Error Resolution for Electronic Fund Transfers.

In case of errors or questions about your Electronic Fund Transfers you may call us at 1-800-824-0585 or write our Member Services Department, P.O. Box 5002, Great Falls, MT 59403-5002.

If you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. If you tell us orally, we will require that you send us your complaint or question in writing within ten (10) business days. If we do not receive it within the allotted time, we may not credit your account. Please provide the following:

1. Tell us your name and account number (for security purposes only last 4 digits of your account number).
2. Tell us the dollar amount of the suspected error.
3. Describe the error or the transfer you are unsure about, and explain why you believe it is an error or why you need more information.

We will tell you the results of our investigation within 10 business days (5 business days for alleged unauthorized transfers or 20 business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for point-of-sale, foreign-initiated transfers or a new account) to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days (5 business days for alleged unauthorized transfers or 20 business days for new accounts) 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 determine that an error did NOT occur, any provisional credit made to your account will be reversed. We will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

IV. Consent and Notice Regarding Electronic Communications.

A. Electronic Signature Agreement. By selecting the "I Accept" button, you are signing the Agreements related to Online Services electronically. Selecting "I Accept" confirms your agreement to be bound by all disclosures and agreements and acknowledges your receipt and understanding of this agreement, and other applicable agreements, as they exist on the date of your electronic signature. You agree that your use of a key pad, mouse, or other device to select an item, button, icon or similar act/action, or to otherwise provide 1st Liberty FCU instructions via Online Services, or in accessing or making any transaction 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 validate your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature or any resulting contract between you and 1st Liberty FCU. You also represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement.

B. Consent to Electronic Delivery. By enrolling in eStatements, you agree to receive and/or obtain your statements, current and future notices, disclosures, and other communications regarding your relationship with 1st Liberty FCU electronically. You acknowledge that you meet the hardware and software requirements to access Freedom Teller, Mobile Banking, BillPay and/or email (listed below) and can retain Electronic Communications by printing and/or downloading and saving agreements, disclosures or other records related to all 1st Liberty FCU online services. You accept Electronic Communications provided via Freedom Teller, Mobile Banking, BillPay, and email as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep.

C. Paper Version of Electronic Communication. You may request a paper version of any Electronic Communication by writing to 1st Liberty Federal Credit Union, Member Service, P.O. Box 5002, Great Falls, MT 59403-5002, sending a secure message through Freedom Teller, telephoning us at 800-824-0585, or visiting any branch. There is a fee for each statement copy requested. Refer to the current Fee Schedule.

D. Right to Withdraw Consent. You have the right, upon a ten (10) day notice, to withdraw your consent to receive/obtain Electronic Communications at any time. If you elect to withdraw your consent there is currently no cost to you. You may withdraw your consent by writing to 1st Liberty Federal Credit Union, Member Service, P.O. Box 5002, Great Falls, MT 59403-5002, sending a secure message through Freedom Teller, telephoning us at 800-824-0585, or visiting any branch.

- E. Email Address Required – Notifications and Updates. Your current valid email address is required in order for you to utilize Online Services. You agree to keep 1st Liberty FCU informed of any changes in your email address by sending a secure message through Freedom Teller, writing to 1st Liberty Federal Credit Union, Member Service, P.O. Box 5002, Great Falls, MT 59403-5002, or visiting any branch. If Electronic Communications is being returned to us as undeliverable, we will discontinue Electronic Communications and will return to distribution in paper form, until updated information is received by you. You are responsible to use Freedom Teller or Mobile Banking regularly to check for Electronic Communications.
- F. Hardware, Software and Operating System. You must have a device capable of supporting the current version of Internet browsers. You are responsible for installation, maintenance, and operation of devices used to access 1st Liberty FCU online services. 1st Liberty FCU is not responsible for errors, failures, or malfunctions of any device used, or attempted to use, for account access. 1st Liberty FCU is also not responsible for viruses or related problems associated with use of any online system. Electronic Communications will be in a PDF or HTML file format; you will need Adobe Acrobat Reader to view some communications and access to a printer to print the communications. Adobe Acrobat Reader may be downloaded at the time of document retrieval.