

ASSOCIATED CREDIT UNION

Online Account Opening e-Sign Disclosure and Consent

Please review this document carefully and print a copy for your reference; you can access an online copy at any time by navigating to the "e-Communication Preferences" section by clicking on the "Manage my Settings" link on your Account Homepage.

eNotice Disclosure

The following terms and conditions apply to electronic communications available through secure eStatements/eNotices within Associated Credit Union's Online Banking.

You agree that the Associated Credit Union (the "Credit Union") may, but is not obligated to, electronically make available to you any communications regarding any account or service, including communications regarding its Online or Mobile Banking, when you enroll to use Online Banking or eStatements. The electronic communications may be of concern for any account or service used by you (which may include, without limit, deposits, loans, lines of credit or notices concerning insufficient funds).

In addition, you agree that the Credit Union may send you electronic communications via one or more of these methods:

- Message using Secure Support within Online Banking.
- A general or public e-mail (at any e-mail address you provide with respect to any account or service with us). You must inform the Credit Union of any change to your e-mail address, or update it within our Online Banking service. If you do not provide notice of change of your e-mail address, you agree that we may send all e-mail notices and other communications to you at the e-mail address maintained on the Credit Union's records for any of your accounts with us, and that you cannot hold the Credit Union liable if you do not receive the electronic communications.
- U.S. Mail at such address as we may maintain in our records.
- Holding such notice if we are advised that any such address is no longer valid.
- If your eStatement is undeliverable and bounces back to us, we will attempt to notify you. If we do not get an e-mail address correction from you after we request it, we will code you to receive printed statements. There may be a charge to receive printed statements.
- Any other method permitted by law or agreement with us.

Unless otherwise required by law, such communications are deemed received by you when sent via any means set forth above or when posted if the communication is not required to be sent.

You may request paper copies of electronic communications and statements by calling 770.448.8200. There may be a charge for paper copies of such documents.

Electronic Statement (eStatement) Disclosure Agreement

Electronic Delivery of Statements and Notices

By accepting the "Associated Credit Union Electronic eNotices (eNotices) Disclosure Agreement", you consent and agree that Associated Credit Union will provide disclosures and notices to you in electronic form, in lieu of paper form.

Definitions

As used in this Agreement, the words "we", "our", "us", or "Credit Union" means Associated Credit Union. "You" and "your" mean the account owner(s) authorized to receive eStatements under this Agreement. "Account" or "accounts" mean your deposit accounts at Associated Credit Union. "Business days" means Monday through Friday, excluding Federal holidays.

Scope of Consent for Electronic Delivery of Notices

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; and governmental and/or third party notices (such as IRS 1098, 1099, etc.), or notice of the availability of any of the foregoing with you or on your behalf electronically by posting or providing a link to same on the Credit Union's website, by submitting a notice to the e-mail address provided by you (hereinafter all such disclosures and/or documentation is referred to as "electronic record(s)"), or by our using other electronic methods allowed pursuant to applicable laws and regulations to provide

electronic records to you. 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 records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records please log in to Online Banking, click on Secure Support, click Send Secure E-Mail, and then choose Online Banking to send a secure email to submit your request with your request. If an e-mail is returned undeliverable, we will change your account statement status to paper and will provide your periodic statement via US mail to your address of record.(Mail Statement fee will apply.) 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 address pursuant to your Membership Agreement with us.

Change of Mailing Address, Email Address, and Other Information

You agree to notify us immediately of any change in your mailing address, email address or other particulars relevant to this Agreement. To notify us of your email address change, you can visit an ACU branch or log in to Online Banking, click on Secure Support, click Send Secure E-Mail, and then choose Contact Center to send a secure email to submit your request where you provide us with your new email address. Please note that the change is not immediate and subject to confirmation by your Account Representatives. You can also click on the Additional Services tab, select eStatements, and click on the Update Setup button to change your email for your eStatement/eNotice notifications.

Joint Accounts

If your Credit Union account is owned jointly with another person, either party consent to receive electronic disclosures and eStatements shall apply to both of you. The Credit Union will automatically turn off the paper statement for that account after the first eStatement has been made available until you cancel eStatement/eNotice. (See Your Right to Withdraw Consent)

Security

You agree that the Credit Union shall not be liable if you are unable to gain access to the website or Associated Credit Union system from time to time.

System Requirements

In order for you to access and retain your eStatement records, your system must meet the following requirements:

- Internet access
- An Internet browser that supports 128-bit encryption
- A certified/supported browser

If your browser does not support 128-bit encryption, you must upgrade it in order to access the Online Credit Banking secure pages to allow access to your eStatements. The most updated list of the certified/supported browsers for our Online Banking service is posted on our website. We strongly discourage you from using unsupported browsers as they may not allow our Online Banking product to function or display properly and may fail to meet our security requirements. To print or download disclosures and eStatements you must have a printer connected to your PC or sufficient hard-drive space to save the disclosure or eStatement.

Your Right to Withdraw Consent

You have the right to withdraw your consent for eStatements/eNotices. Should you wish to cancel your request to receive eStatements/eNotices, please log in to Online Banking, click on Secure Support, click Send Secure E-Mail, and then choose Online Banking to send a secure email to submit your request with your request. We will then discontinue eStatement/eNotice service for your account and you will receive paper statements and notices for subsequent periods.(Mailed Statement Fee may apply.)

Disclaimer of Warranty and Limitation of Liability

The Credit Union makes no warranty that:

- The service will be uninterrupted, timely, secure or error-free
- The service will meet your requirements
- The results that may be obtained from the use of the service will be accurate or reliable
- The quality of any products, services, information or other material purchased or obtained by you through the service will meet your expectations
- Any errors in the software will be corrected

The Credit Union shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from:

- The use or the inability to use the service
- The cost of procurement of substitute goods and services resulting from any goods, data information or services

purchased from the service
Unauthorized access to your transmission
Unauthorized alteration of your data
Statements or conduct of the third party service provider
Any other matter relating to the service

The Credit Union cannot control information on other web sites. We are not responsible for the content or privacy of web sites linked from Associated Credit Union's web sites. Please review the privacy policy of the service provider.

Our Right to Terminate

You agree that we can terminate the eStatement/eNotices service and revert to printed statements/notices for any reason at any time.

Communications between Associated Credit Union and You

You can use e-mail to communicate with the Credit Union by clicking on the Contact Us link on our web site www.acuonline.org. Please do not include any personal or confidential information in an email unless using our secure email within Online Banking. However, e-mail is not available to initiate transactions on your accounts. Since we may not receive it immediately, you should not rely on e-mail if you need to communicate with us right away (e.g., to report an unauthorized transaction). If you need to contact us immediately, you can call us at 770-448-8200 between 8:00 a.m. and 6:00 p.m. Eastern Time (ET) Monday, Tuesday, Thursday and Friday, 9:00 a.m. and 6:00 p.m. ET Wednesday, or 8:00 a.m. and 12:00 p.m. ET Saturday. You may also write to our Support Services at 6251 Crooked Creek Rd., Norcross, GA 30092.

Additional Terms and Conditions of your Electronic Statement Disclosure Agreement

This Agreement is in addition to the terms and conditions described in the "Associated Credit Union Online Banking Service Agreement", the Account Agreement and Disclosures; corresponding Service Charge Information schedule; or any other documentation which relates to your account(s) which were given to you at account opening. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make and for other restrictions that might impact your use of an account with eStatements and Online Banking. If you should need another copy of a disclosure, please contact us through our web site at www.acuonline.org, or call us at 770-448-8200, or write to our Support Services at 6251 Crooked Creek Rd., Norcross, GA 30092.