



eStatement and Loan Bill User Agreement

St. Pius X Federal Credit Union (SPXFCU)

Welcome to the SPXFCU eStatement and Loan Bill delivery service. We need your consent to begin sending your account statements including images of cancelled checks, loan bills, disclosures and important messages such as; changes in terms, account notices, the annual privacy disclosure and any other required disclosures to you electronically. Once you provide this consent, we will begin to send your documents electronically.

We will no longer produce and mail a paper copy of your account statement.

Please review the terms and conditions of this Agreement prior to giving your consent. After you have read this Agreement, you must electronically agree to the terms and conditions and consent to receive your account statements, disclosures and important messages electronically via our eStatement and Loan Bill delivery service by clicking on the "Accept" button below.

Definitions

The words "Agreement" shall refer to this User Agreement. "You", "your" and "user" refer to the account holder or any other individual authorized to receive electronic delivery of periodic account statements, loan bills, disclosures and important messages ("eStatement and Loan Bills") under this Agreement. "We", "us", "our", and "Credit Union" refers to St Pius X FCU. "iBanking" refers to the SPXFCU Internet Banking and Bill Payment Service. "Account" or "accounts" refers to your deposit accounts at SPXFCU.

Agreement

This eStatement and Loan Bill User Agreement is a contract that establishes the terms covering the electronic delivery of your periodic account statements, loan bills, disclosures and important messages ("eStatements") such as; changes in terms, account notices, the annual privacy disclosure and any other required disclosures related to your account(s) at SPXFCU through the eStatement and Loan Bill delivery service. You, as an authorized signer of the account(s) understands your electronic signature executed in conjunction with this Agreement shall be legally binding and any transaction performed pursuant to this Agreement shall be considered authorized by you. If the account that applies to this service is a joint account, the authorization of any joint owner applies.

The eStatement and Loan Bill delivery service is provided as a service of SPXFCU online banking. Therefore, by using the eStatement and Loan Bill delivery service, you acknowledge receipt and you understand and agree to all of the terms and conditions of this Agreement. The terms and conditions of the SPXFCU Product and Account Disclosure, Electronic Funds Transfer Agreement and Disclosures, as well as your other agreements with SPXFCU continue to apply notwithstanding anything to the contrary in this Agreement.

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conditions of the SPXFCU Product and Account Disclosure, Electronic Funds Transfer Agreement and Disclosures, SPXFCU Online through the Internet Disclosure as well as your other agreements with SPXFCU continue to apply notwithstanding anything to the contrary in this Agreement.

Consent to Electronic Delivery of Account Statements, Loan Bills, Disclosures and Important Messages

You agree to receive your periodic account statements, loan bills, disclosures and important messages electronically, for all of your checking, statement savings, money market and statement share certificates accounts that are enrolled in the online banking service now or in the future, as well as any other statement accounts whose account activity is combined with these accounts. In addition, when you sign up for our eStatement and Loan Bill delivery service through SPXFCU iBanking, you further agree that other disclosures and important messages such as; changes in terms, account notices, the annual privacy disclosure and any other required disclosures related to any or all of your deposit accounts with SPXFCU may also be sent to you electronically via the eStatement and Loan Bill delivery service. You will continue to receive certain notices like, 1099 forms, or 1098 forms etc., through postal mail.

Email Notification of Document Availability

SPXFCU will send you an email to your email address to notify you that your bank statement, disclosures, important messages, and any other documents that the credit union may send to you with your statement, is available for viewing within your SPXFCU iBanking service.

You understand and agree that it is your responsibility to ensure that your online banking service contains your current email address. You agree that once you have changed your email address it is also your responsibility to update this email address by simply accessing the eStatement and Loan Bill delivery service one time after the change has been made. **SPXFCU is not liable for any third party-incurred fees, other legal liability, or any other issues or liabilities arising from statement notifications sent to an invalid or inactive email address that you have provided.** If a notice advising you that your monthly statement is available electronically is returned to us undelivered, we will take reasonable steps to contact you to confirm your valid email address and notify you that your statements are ready to be viewed. If we are unable to reach you, the eStatement and Loan Bill delivery service will be terminated and you will be sent paper statements by postal mail.

Account Statements Availability and Retention

Your account statements will become available through the eStatement and Loan Bill delivery service each statement cycle after you have enrolled in the service. In the case of checking or money market accounts, the account statement may be available to you before all of the images of your cancelled checks have been processed for the statement cycle. However, the eStatement and Loan Bill delivery service is updated multiple times each day and as soon as your check images are processed, they will be made available to you through the service.

Your account statements will become available through the eDocument Delivery Service incrementally each month after you enroll in the Service. The D3 system will allow you to view a minimum of 16 rolling months of eDocuments history. If you wish to retain any of your statements, we recommend you download them to your computer or print them. If you request a paper copy of either your account statements or any check referenced in that statement from us, we will provide a legible copy within a reasonable period of time. Applicable

fees may be assessed in accordance with SPXFCUs Fee Schedule.

Deposit Statement Disclosures

You may access the deposit statement disclosures by clicking on the "Disclosure" button on the top of the "eStatements" page of the eStatement and Loan Bills delivery service.

Your Right to Terminate

You may withdraw your consent to receive eStatement and Loan Bills by sending a secured email through your SPXFCU iBanking service by clicking on the "Secure Messages" link and selecting "New Message" or notify us in writing to SPXFCU Attention: Deposit Operations, 2998 Chili Avenue, Rochester, NY 14624. Subject to confirmation of your request, such withdrawal shall become effective no later than 10 calendar days after receipt by SPXFCU.

Our Right to Terminate

You understand that SPXFCU provides the eStatement and Loan Bill delivery service at its sole discretion and SPXFCU can rescind your use of this service at any time and for any reason. However, if we do, we will produce and send a paper copy of your account statement, disclosures and other important messages to you by postal mail.

Computer Requirements

Electronic Statements are produced in PDF format. In addition to the System Requirements for SPXFCU iBanking, you will need to have Adobe Acrobat Reader, which is available free of charge at www.adobeacrobat.com. You agree that in no event will SPXFCU be liable for any technical, hardware, or software failure of any kind, any interruption in the availability of service, any delay in the operation or transmission, any incomplete transmission, computer virus, loss of data, or other similar loss.

Change in Terms and Conditions

You understand and agree that SPXFCU reserves the right to change the terms and conditions of this Agreement. SPXFCU will notify you via email with at least 21 days' notice before the effective date if the change will result in increased fees or increased liability. Accessing your SPXFCU online banking service after you receive any notice of change will constitute your agreement to such change(s).