

AMERICA'S CREDIT UNION E-STATEMENT AGREEMENT

and Enrollment Instructions and Terms of Service

This Agreement establishes the terms and conditions covering the electronic delivery of your periodic account statements ("E-Statements") with accompanying Error Resolution Notice ("disclosures") instead of or in addition to the statements and applicable disclosures that the credit union sends by mail. By entering into this Agreement, you accept all of its terms and conditions, and you agree to receive your periodic account statements and any notices in connection with the paper account statement electronically. Please read this Agreement carefully. If you want to enroll in the service after reading the Agreement, select "I Accept" at the bottom of the document and you will then be prompted to supply the necessary information for enrollment. It will be submitted electronically. After you have consented to receive this Agreement electronically, you may request a free paper copy of this Agreement by contacting us at (800) 543-2811 or at info@americascu.org.

In this Agreement "you" and "your" mean all parties to the accounts included on the periodic account statements for the member number designated on the enrollment. "We," "us," "our," and "the credit union" mean America's Credit Union. Acceptance of this Agreement by one party to a multiple-party account is acceptance by all the parties. This Agreement is in addition to the terms of the Consent to Receive the Online Banking Services Agreement, Deposit Account Statements, and Other Notices and Disclosures Electronically (the "Consent") and the Online Banking Services Agreement, and in the event of any inconsistency between this Agreement, the Consent, and the Online Banking Services Agreement, the terms of this Agreement will control.

SYSTEM REQUIREMENTS. To receive your periodic account statements and Error Resolution Notice electronically, you must:

Have a computer or other device capable of accessing the Internet and the capability to retrieve and print out the statements and disclosures or save them in your computer or device. Your consent to this Agreement is your acknowledgment that you have this capability and that you accept responsibility for retrieving and saving your statements and disclosures.

Have installed on your PC or device Adobe Acrobat Reader 4.0 or higher (available for download from the America's Credit Union website) or other software that allows you to view and print and/or save PDF files. Your E-Statement will be provided in the PDF format. When using Adobe Acrobat Reader, you generally may print your statement, save it to a file in your computer or device, or e-mail it to another computer.

Have a working Internet connection and use a major commercial web browser such as Microsoft Internet Explorer, Google Chrome, Mozilla Firefox, or Apple Safari. For security reasons, you agree to keep your web browser software up to date at all times and always use the latest available version of the software.

Have an active e-mail address if you wish to receive notification that your E-Statement is ready for viewing. We will send email notifications to the email address provided to us, upon request.

FREE SERVICE. This is a free service. Also, there is no fee for the option to have both E-Statements and paper statements delivered to you. However, we will charge a fee if you discontinue regular delivery of paper account statements and later request a paper copy of a statement. See the Requesting Paper Statements section below.

RETRIEVAL. Your E-Statement will be retrieved through the Online Banking Service. You can retrieve the most recent 18 months' statements, starting with the month that your first E-Statement is placed on-line. Your first statement will be available in the first few days of the month following your enrollment, covering the month of your enrollment.

PROVIDING/CHANGING E-MAIL ADDRESS. To elect our e-mail notification service that your statement is ready to access, click on the e-mail heading on the menu on the left side of the E-Statement screen and provide your email address. If you change your e-mail address, it is your responsibility to notify the credit union using the add/change e-mail address link. We are not responsible if you do not receive E-Statement notifications due to us not having your current email address.

REQUESTING PAPER STATEMENTS. When you enroll in the E-Statement service you may either continue or discontinue receiving statements by mail. If you discontinue regular delivery of paper statements, you may still request a copy of any statement by calling (972)494-5328 or (800)543-2811, or by e-mail to info@americascu.org. The request must include your name, account number and the statement period(s) you are requesting. There is a \$2.00 fee per statement. We will mail the statement(s) to the primary member's address of record.

DISCONTINUING PAPER STATEMENTS. If you choose to receive paper statements along with E-Statements, and later decide to cancel paper statements, you will need to submit the change electronically. Login to the Online Banking Services, click on "Paper Statements" and select the instruction for stopping mail delivery.

RIGHT TO SEND PAPER STATEMENTS. There may be occasions when, due to technical issues or other reasons outside of our control, we are unable to provide your periodic account statement electronically. Accordingly, we reserve the right to send paper account statements to the primary member's address of record when necessary, and you agree that we may do so. We will not charge for paper account statements in these cases. Notwithstanding your enrollment in the E-Statement service and your election to opt out of paper statements, you agree to monitor the primary member's postal mail regularly for periodic account statements and other communications sent by us.

DISCONTINUING E-STATEMENT SERVICE. You may cancel E-Statements at any time by notifying the credit union in writing, by mail to PO Box 469046, Garland TX 75046, or by fax to (972)494-0371 or (800)543-2803. Your notice must reach us by the next-to-last business day of the month to stop your E-Statement for that month. We may discontinue or terminate the E-Statement service for any or no reason upon 10 days prior written notice to the primary member's postal address of record. If we terminate the service, you will receive mailed statements with no further action required on your part.

DELETION OF E-STATEMENT HISTORY. If you wish to print or save your available statements to a file upon discontinuance of your E-Statement service, you must do so before month-end. Your E-Statement history will be deleted as of the first day of the month following the month of service discontinuation.

RESUMING SERVICE. If you discontinue E-Statements and wish to resume the service, you will need to re-apply as a first-time user.

RECONCILEMENT INSTRUCTIONS /REPORTING ERRORS. Click on Reconciliation/Error Resolution on the menu on the left side of the E-Statement screen to find the disclosures and instructions that accompany mailed statements regarding your rights and responsibilities and how to proceed in the event of an error or discrepancy in your statement. The applicable time period within which you must notify us of any errors on your account statement shall begin on the e-mail notification date regardless of when you receive and/or open the E-Statement. If you have not elected to receive e-mail notification, the applicable time period for notifying us shall begin on the statement date. You should refer to your Membership Account Agreement and Electronic Fund Transfers Agreement and Disclosures for further details on the terms and conditions governing your accounts, including the applicable time periods for notifying us of errors. You agree that your election to receive E-Statements and any election not to receive e-mail notifications does not in any way diminish your obligation to review your account statements as soon as they are made available and promptly notify us of any errors or discrepancies. You agree to the electronic receipt of the Error Resolution Notice contained on your statement and agree that you have the capability to download or print the notice. E-mail is an acceptable method for providing America's Credit Union with notice of error as long as you are receiving E-statements. To see images of cleared checks, click on the check number on your E-statement.

RECEIVING NEWSLETTERS AND STATEMENT INSERTS. You will continue to receive mailings containing the credit union's newsletters and other important information. You may not opt out of these mailings. The newsletters are also available on our website.

SERVICE PROVIDER. Lanvera is the credit union's E-Statement supporting vendor. Lanvera does not provide direct support to end users. All claims and inquiries should be directed to the credit union.

SECURITY. Your consent to this Agreement constitutes your affirmation that you will protect the confidentiality of your account and personal identification. You agree to contact us immediately if your account identifying information has been or may have been lost or stolen. All forms within the America's Credit Union E-Statements website are encrypted to protect your privacy. Your user name and password are encrypted, using Secure Socket Layer (SSL) technology. This is designed to ensure that no one else can access or read your personal information.

CONFIDENTIALITY. The credit union and its service provider will disclose information to third parties about your E-Statement access and e-mail address: (1) to the appropriate vendor where it is necessary for technical support; (2) with your written permission; (3) to comply with a court order, authorized government request or applicable law. The credit union and its service provider will not use your e-mail address for purposes other than E-Statement notices.

CHANGE IN TERMS AND OTHER NOTICES. The credit union may add to, change, or delete any term of this Agreement at any time, subject to applicable law. If there is a change, you will see a message on the E-Statement log-in page directing you to select and open this Agreement for an updated copy. If the change would result in a fee to you, or a fee increase, or increased liability for you, we will notify you at least 30 days before the effective date. By requesting e-mail notification for your E-Statement, you agree to receive by e-mail any notices or information that may be sent from time to time related to the E-Statement service. If you do not supply your e-mail address for notification, you waive the right to

receive information about the E-Statement service unless we are required by law to disclose the information.

DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY. The credit union makes no warranty of any kind, express or implied, in connection with the E-Statements provided to you under this Agreement. We do not and cannot warrant that E-Statements will operate without error or that the service will be available at all times. Except for claims which result solely from the negligence or intentional misconduct of the credit union as defined by applicable banking law, the credit union and its officers, directors, employees, agents or contractors are not liable for errors, disruptions, or delays, arising from any source beyond our reasonable control, or any indirect, incidental, special or consequential damages arising from the use of E-Statements or enabling computer hardware and software, by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

GOVERNING LAW. This Agreement is governed by the laws of the State of Texas and applicable federal law.

TO ENROLL. If you agree to receive your E-Statement and applicable disclosures under these terms and conditions, click "I Accept" below. This will bring up the enrollment screen for E-Statements.

DO NOT MAIL A PAPER STATEMENT

ACCEPT

I DO NOT ACCEPT

Revised 05/2015

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