

eStatement Disclosure

Statement Services Agreement

This Agreement describes your rights and obligations as a user of the e-Statement Service (“Service”). It also describes the rights and obligations of Freedom Credit Union. Please read this Agreement carefully. By accepting this agreement, you elect and authorize us, at our discretion, to electronically deliver your account statement(s), including share, share draft, credit card, or other periodic statements, tax forms including forms 1099-INT and 1098, and any notices including notices of changes in terms governing your account, which we are required to provide to you under applicable Federal and State statutes and regulations.

Other Federal and State statutes may be enacted or amended in the future to provide for electronic delivery of account statements. Your acceptance below also authorizes us, at our discretion, to provide electronic delivery of such statements pursuant to these statutes after they become effective. If there is more than one owner that is a party to the account, notice to any one account owner will be effective for all.

You further agree to comply with the supplemental terms and conditions set forth in this Agreement which are set forth below.

Definitions

The following definitions apply to this Agreement.

“E-Statement” is the Internet-based service in which Freedom Credit Union delivers periodic encrypted account statements through its website.

“Password” is the code you create when enrolling for use in opening and decrypting your electronic statement.

“We,” “us,” “Freedom Credit Union,” and “Credit Union” refer to Freedom Credit Union, which offers the service and which holds the accounts for which statements are being provided through the Service.

“Password” is the code you create when enrolling for use in opening and decrypting your electronic statement.

“You” and “your” means the member, and joint member, if any, who has signed up for e-statements.

Contact Information

If you need to contact the Credit Union for any reason regarding your account, you may contact a member of our staff during regular business hours using the following contact information:

Freedom Credit Union
Member Services
815 N Freedom Blvd
Provo, UT 84604
801-375-2120

mservices@freedomcu.com

Regular Business Hours: Monday through Friday, 9:00 am to 5:30 pm

Access to Services

You are notified by email that your statement is ready for viewing. This notification email will be sent to the email address which you specify under the terms set forth in this e-Statement Agreement. You will gain access to your e-Statement through the use of your Internet-enabled device, your Internet Service Provider, Freedom Credit Union's web site, and your password.

You may view your e-Statement in your browser. You may also view, save and print copies of your periodic e-Statement using software to view PDF files, such as Adobe Acrobat Reader. You may also request a printed copy of your statement by contacting the Credit Union as described in this agreement.

Fee Schedule

There is no charge to sign up for or to receive monthly e-Statements. There is no charge to discontinue e-Statements, or to change the email address to which notice of e-Statement availability will be sent. There is no charge to request one printed statement copy per month from the Credit Union. For additional paper copies, a fee of \$1.00 per month will be charged.

Hardware and Software Requirements

To use the Service, your Internet browser must support 128-bit encryption. Supported browsers include current versions of Chrome, Safari, Firefox and Edge. PDF software such as Adobe Acrobat Reader is required to save and print documents. You must also have an internet-enabled computer and an Internet Service Provider (ISP).

Security Measures

Your confidential information is automatically encrypted in transit from your computer to our server using the Secure Sockets Layer protocol (SSL). No e-Statement data, usernames or passwords are transmitted without being encrypted with this technology. Our web servers verify the encryption capability of web browsers and ensure that secure sessions are initiated before statement data is displayed. Plain text passwords are never stored on servers; authentication is handled only via password hashing paradigms. Security measures employed by the Credit Union may be changed from time to time at the Credit Union's sole discretion.

You understand that industry standards are dynamic and constantly developing. By accepting this agreement, you acknowledge and understand that there are risks to electronic delivery of account statement(s) including but not limited to delay or failure of delivery due to technical difficulties, weather conditions, or matters beyond our reasonable control. We will not be responsible for any loss that occurs as a result of delivery failure beyond our reasonable control.

By accepting this agreement, you represent that you have considered our security measures and find that they are commercially reasonable. In reaching this conclusion, you have considered the historical and potential future content of your statement(s), the risks associated with electronic delivery of account statement(s) and our security procedures. If you conclude that our security procedures cease to be commercially reasonable in the future, you must terminate this agreement immediately in accordance with the procedure outlined below.

Cancellation of Service

You may cancel the e-Statement Service at any time by contacting a Member Service Representative during regular business hours as described in this Agreement. Mailed statements will resume with the next scheduled statement mailing. You may also terminate electronic delivery of statements by editing your email settings and removing Statement access from all email addresses associated with your account.

Email Address

We will send a notice of e-Statement availability to you via email to the email address you designate to receive this notification. You agree to notify us promptly of any change in your email address using the procedures set forth below. If you fail to notify the Credit Union of any change to your email address, or if you fail to retrieve messages from the email address to which we send notices, you agree that represents a lack of ordinary care on your part, and we will not be responsible for any loss that occurs as a result.

Use of your Security Password

You agree not to allow anyone to gain access to the Service or to let anyone know your Password used with the Service. You further agree that Freedom Credit Union has no control as to the persons who have access to your personal computer and your Password. You agree that it is your responsibility to initiate and maintain security procedures to prevent any unauthorized access to your personal computer or unauthorized use of your Password.

Notice of Unauthorized Access

If you believe your electronic statement has been lost or stolen, or that someone has obtained access to your electronic statement without your permission, immediately call Freedom Credit Union during regular business hours and speak with a Member Service Representative.

Changing Your Security Password/Email Address

You may change your password and/or email address from within our online banking service. Changes made will be effective immediately.

Prompt Statement Review

You agree to promptly review your electronic statement and any accompanying items. If you allow someone other than you to review your statements, you must still review the statement for errors, unauthorized signatures, lack of signatures, alterations, or other irregularities. You agree that you are responsible for the wrongful acts of your employees and agents. Any applicable time periods within which you must notify us of any errors on your account statements shall begin on the day it is made available to you, regardless of when you receive and/or open the email notification.

If you believe there is an error, unauthorized signature, lack of signature, alteration or other irregularity contained in your statement, notify Freedom Credit Union by telephone immediately at 801-375-2120 during regular business hours. To preserve your legal rights, you should also provide this notice in writing delivered to Freedom Credit Union, 815 N Freedom Blvd, Provo, UT 84604. Providing notice only by telephone will not preserve your rights.

If you do not notify Freedom Credit Union of any error within the first 30 days after the statement was sent to you, you may not recover any money lost after the 30 days which would not have been lost if we had been notified promptly. If a good reason as reasonably determined by us (such as a hospital stay) delayed you from contacting us, we may, at our option, extend these time periods.

Limit of Liability

Freedom Credit Union agrees to make reasonable efforts to ensure full performance of the e-Statement Service. However, we shall have no liability for failure to perform any e-Statement Service, or for any disruption or delay in performing e-Statement Service, in the event such

failure, disruption, or delay is due to circumstances beyond our reasonable control, including, but not limited to, failure or disruption of electrical power, computer equipment, telecommunications systems, your Internet Service Provider, or weather conditions. We shall have no liability for any consequential, special, punitive damages or indirect loss under any circumstances. Freedom Credit Union is not responsible for any computer virus or related problems, which may be attributable to the Service.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for receiving e-Statements. Freedom Credit Union will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

Freedom Credit Union makes no warranties of any kind with respect to the software used to access your electronic statement, and we do not warrant that the software or the e-Statement Service will meet your specific requirements. Freedom Credit Union disclaims any and all implied warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

Under no circumstances will Freedom Credit Union be liable in contract, tort, or otherwise for any special, incidental, or consequential damage, whether or not foreseeable. By consenting to use the Services, you agree to waive any and all rights to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

Electronic Mail

Because email is not secure, you should not send your account number, passwords, transaction information, or other non-public information by email. All communication containing this type of information should be done in person, by mail, or by telephone.

You agree that Freedom Credit Union may communicate with you by email with regard to any matter related to the Service, provided that such communication does not contain non-public personal information. Any such electronic mail sent to you by us shall be considered received within 3 days of the date sent by us, regardless of whether or not you sign on to your specified email within that time frame.

Other Agreements

In addition to this Agreement, you agree to be bound by and comply with the requirements of the agreements applicable to each of the accounts for which you elect to receive electronic statements. Your use of the e-Statement Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you opened your accounts at Freedom Credit Union.

Modifications to this Agreement

Freedom Credit Union may modify the terms and conditions applicable to the Service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will have been deemed to have received it 3 days after it is sent. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

Governing Law

This Agreement is governed by the laws of the State of Utah.