

GENFED FINANCIAL CREDIT UNION, Inc.
ELECTRONIC STATEMENT DISCLOSURE AGREEMENT



Electronic Delivery of Statements and Notices

By accepting the “GenFed Financial Credit Union Electronic Statement (e-Statement) Disclosure Agreement”, you consent and agree that GenFed Financial Credit Union, Inc. (GFCU) may provide certain disclosures and notices to you in electronic form, in lieu of paper form, including electronic delivery of statements (e-Statements) for your GFCU deposit account(s).

Definitions

As used in this Agreement, the words “we”, “our”, “us”, and “GFCU” mean GenFed Financial Credit Union, Inc. “You” and “your” mean the account owner(s) authorized to receive e-Statements under this Agreement. “Account” or “accounts” mean your deposit accounts at GFCU. “Business days” means Monday through Saturday excluding Federal holidays.

Scope of Consent for Electronic Delivery of Statements

Your consent to receive e-Statements covers the periodic statements you are provided in connection with your GFCU deposit account(s). Your consent also covers disclosures that are required with your account statements, including, but not limited to, the error resolution notice required by the Electronic Fund Transfer Act, as well as marketing information on products and/or promotions that GFCU may provide to you electronically. By using e-Statements, you accept and agree to be bound by the general terms and conditions governing e-Statements, including without limitation all the terms and conditions in this Agreement. You agree to be bound by any and all laws, rules, regulations and official issuances applicable to e-Statements now existing or which may hereafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services that GFCU may from time to time make available to you in connection with e-Statements.

GFCU has absolute discretion to make e-Statements available to you. Further, GFCU has the discretion from time to time and upon giving notice to you to modify, restrict, withdraw, cancel, suspend or discontinue e-Statements without giving any reason and you understand that by using e-Statements after any modification or change has been effected, you would have agreed to such modification or change.

You understand that after receiving your first e-Statement, GFCU will discontinue mailing paper account statements for your e-Statement account. All future statements for that account will be e-Statements which you will access through GFCU’s webpage to obtain, review, print, and copy/download your periodic deposit account statements. Each month we will send an email notice to you advising you of the availability of your e- Statement with instructions on how to access your e-Statement. You may then access your e-Statement via the procedures that we authorize. Your electronic statement will be available for viewing for a period of twelve (12) months (or such period as decided by GFCU and notified to you) from the applicable statement date.

Scope of Consent for Electronic Delivery of Notice

Your consent to receive electronic notices covers any notice or other type of communication provided to you pursuant to the terms of this Agreement including notices about annual meetings, board nominations, petition processes, fee changes and other regulatory required notices. Some notices may arrive via email or in the eStatement as a link to our website which will contain required full details.

We will send all communications via e-mail to the last known email address provided by you. You agree to notify us promptly of any change of your email address.

GenFed Financial Credit Union e-Statement Procedures

You must enroll each of your deposit account(s) for which you want to access e-Statements. To enroll your account(s) for e-Statement access, simply access GFCU’s webpage (www.GenFed.com), enter your login credentials/passwords for “HomeBanking”, click on “Accounts” then “eStatements/eNotices”.

Your e-Statement for your current statement cycle should be available for viewing the business day after your statement date. You will receive an automated notification email shortly after the end of each statement period informing you that your e-Statement is ready for viewing as well as information on how to access your e-Statement. In order to access your e-Statements, you must access GFCU’s webpage (www.GenFed.com), enter your login

credentials/passwords for “HomeBanking”, click on “Accounts” then “eStatements/eNotices”, and follow the prompts for retrieving the statement desired.

GFCU has the absolute discretion, without giving any reason or notice, to reject any of your requests for enrollment in the e-Statement service.

Duty to Review Periodic Statements

You must promptly access/review your e-Statement and any accompanying items and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity. If you allow someone else to access your statement, you are still fully responsible to review the statement for any errors, unauthorized transactions, or any other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the e-Statement email notification date regardless of when you access and/or review your e-Statement. If you do not immediately report to GFCU any non-receipt of e-Statements or any error, irregularity, discrepancies, claims or unauthorized debits or items, you shall be deemed conclusively to have accepted all matters contained in the e-Statements to be true, accurate and correct in all respects.

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, please go to www.GenFed.com and log into “HomeBanking”, select “Options” and “Update Email Address”.

Note that you must provide us with an email address in order to use the e-Statement service.

Joint Accounts

If your GFCU account is owned jointly with another person, either one of you may consent to receive electronic disclosures and e-Statements and that person’s election to access e-Statements shall apply to both/all of you. GFCU will automatically turn off the paper statement for that account after the first e-Statement has been made available unless you request to continue to receive your paper statements.

Security

You agree that GFCU shall not be liable if you are unable to gain access to the website or GFCU system from time to time. You understand that some or all of the e-Statement services and/or other GFCU system services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond GFCU’s control.

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your e-Statement for each of your GFCU account(s) as soon as you can access it. You agree to protect the confidentiality of your account and account number and your personal identification information. You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account. You acknowledge that the internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. We can not and do not warrant that all data transfers utilizing the internet, or email transmitted to and from us, will not be monitored or read by others.

In order to help protect your personal information, we recommend that you install firewalls, anti-virus, and spyware protection software (and update as required) on your computer. We also recommend that you update your operating system and browser application on a periodic basis to better protect your computer and online banking sessions. GFCU does not warrant the security or confidentiality of any information transmitted through any applicable Internet service provider, information/communication network service provider, network system or such other equivalent system in any jurisdiction via e-Statements.

There is no fee to discontinue your e-Statement service and to revert to receiving paper statements for your account(s).

Disclaimer of Warranty and Limitation of Liability

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the e-Statements provided to you under the Agreement. We do not and can not warrant that the e-Statement service will operate without error, or that the e-Statement service will be available at all times. Except as specifically provided in this Agreement, or otherwise required by Law, you agree

that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under the Agreement or by reason of your use of the e-Statement service, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

GenFed Financial Credit Union, Inc. 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

GenFed Financial Credit Union, Inc. 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

GenFed Financial Credit Union can not control information on other web sites. We are not responsible for the content or privacy of web sites linked from GenFed Financial 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 e-Statement service and revert to printed statements for any reason at any time.

Communications between GenFed Financial Credit Union and You

You can use e-mail to communicate with GFCU by sending to Info@GenFed.com. 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 1-800-860-5451, Monday through Friday from 9:00 a.m. – 5:00 p.m. EST

Requesting a Paper Copy of Your Account Statement

You can request a paper copy of your account statement by calling us at 1-800-860-5451, contacting your local branch, or emailing us at info@GenFed.com.