

eStatements Agreement and Disclosure

Welcome to Del-One Federal Credit Union's ("Del-One", "we", "us", "our") eStatement service including eNotice, provided in part with assistance from Fiserv. We will use information collected from you only as necessary to assist in processing statements and notices according to the terms and conditions set forth below.

Password Policy. By agreeing to the terms and conditions of this eStatements Agreement, you agree to be solely responsible for the confidentiality and use of your Password, as well as for any communications entered in eStatements using your Password. As a condition of use, you must tell us AT ONCE if you believe your Password has been lost or stolen. You may contact us at **302-739-4496** or webmaster@del-one.org. Del-One FCU reserves the right to reset any Passwords that may have been lost or stolen.

Use of eStatements. By accepting the eStatements Agreement and Disclosure, you authorize your **Del-One statements and notices** to be delivered in electronic format. You understand that this agreement applies to all statements, notices, and disclosures related to your accounts at Del-One. You understand that not all disclosures, statements, and notices may be available electronically from us, but that we may, from time to time, notify you electronically of the availability of such disclosures, statements, and notices in electronic format. At such time as they do become available, we will send them to you electronically unless you elect to receive them in paper format. Once you are accepted for enrollment in eStatements, you will no longer receive paper statements and notices.

A notification that your monthly statement is available will be sent to your email address. You agree that when you receive statements electronically, you will faithfully and promptly review the statements to ensure that there is no errors in the statement and that there has not been unauthorized use of your accounts. If you discover any such errors or unauthorized use, you must contact Del-One immediately at **302-739-4496** or webmaster@del-one.org and file an appropriate report to protect your interests in your personal assets and to stop any potential fraud or misuse of your account as soon as possible.

Confidentiality on Internet. Del-One may collect your IP address, domain name, and may request your email address. Del-One will store and protect this information in the same manner we store and protect other personal member information. We will only disclose information to third parties about your account:

- A. Where it is necessary for completing transactions;
- B. In order to comply with a government agency or court order; or
- C. If you give us your written permission.

We reserve the right to provide non-personal identifying information such as aggregate data to third parties.

Security of Site. Del-One only collects personal information to serve its legitimate business purposes. We use standard security technology to protect personal information. We are not responsible for any breach of security or for the actions of any third parties that may obtain any personal information. Del-One will not be responsible for any loss resulting from a cause over which it does not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes or natural disasters, strikes or other labor problems, wars or government restrictions. Users of eStatements may review and correct personal information about them maintained by Del-One by selecting the Manage Your Account section of eStatements.

Use of eStatements is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations. Although we have tried to create a secure and reliable service, the confidentiality of any communication transmitted over the Internet cannot be guaranteed. Accordingly, Del-One and its affiliates are not responsible for the security of any information transmitted via the Internet. Actual or attempted unauthorized use of eStatements may result in criminal and/or civil prosecution. For your protection, Del-One reserves the right to view, monitor and record activity on eStatements without notice or permission from you. Any information obtained by

monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity on eStatements. Del-One will also comply with all court orders involving requests for such information.

Registration. When registering with eStatements, you represent and warrant that:

- A. you are 18 years old or older;
- B. you are using your actual identity and that any information you provide to eStatements is accurate and complete;
- C. your registration with Del-One and use of eStatements will not violate any local, state, national or international laws or regulations;
- D. you own a personal computer or similar device that provides you access to eStatements and access to email which will allow you to retrieve notices and disclosures from us; and
- E. your computer or similar device meets Del-One's software and hardware requirements and capable of running a supported internet browser.

You will need Adobe Acrobat Reader software to read your statements and notices. This can be downloaded at no charge from the registration screen.

Other Terms and Conditions. The terms and conditions set forth here are for the eStatement service. They do not change any laws or other regulations governing the terms and conditions pursuant to which Del-One provides you financial and related services or the terms and conditions pursuant to which Del-One provides you use of the Del-One website. This Agreement shall be governed by the laws of the State of DE, without regard to the choice of law or conflict of law rules thereof. There is currently no fee for the service or termination thereof. However, Del-One reserves the right to impose fees or to subsequently change any fee structure with or without notice as required by law.

In Case of Errors or Questions About Your Electronic Statement. If you have any questions or comments regarding your statement, please contact us at **302-739-4496, 270 Beiser Blvd. Dover, DE 19904**, or webmaster@del-one.org. We must hear from you no later than **60 days** after we sent you the first statement on which the error or problem appeared.

Warranty. The foregoing shall constitute Del-One's entire liability and your exclusive remedy. In no event shall Del-One be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of the equipment, software, and/or this service. Further, in no event shall the liability of Del-One and its affiliates exceed the amounts paid by you for the services provided to you through eStatements.

Exclusions of Warranties. This service and related documentation are provided "as is" without any warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

Address Changes. You agree to promptly change your profile with updated email address information when any address change occurs. These changes should be made within Online Banking by following these steps:

1. Click on settings/Profile and select Email and Phone Number.
2. Answer the security question, update the email address, and click Save.
3. Re-access eStatements for the changes to take effect.

Termination or Discontinuation. In the event you wish to discontinue this service, you must initiate de-enrollment within eStatements by following these steps:

1. Click on My Settings, then Edit My Settings.
2. Check the Paper Statement radial button and click Submit.

3. You will receive an Elections updated successfully message.

We may terminate service to you at any time and/or revoke your right to use software. Neither termination nor discontinuation shall affect your liability or obligations under this Agreement.

Limitation. Your enrollment in this service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in this service, you agree that we reserve the right to obtain financial information regarding your account from a financial institution to resolve payment-posting problems. Your statements will be available for **18 months** from the date the statement is received.