

## SharePoint Credit Union Electronic Statements (eStatements) and Disclosures Agreement

The eStatements site (the "Service") is an on-line eStatement and electronic document viewing product provided by SharePoint Credit Union ("The Credit Union").

Please read this Agreement carefully before accessing or using the Service. By accessing or using the Service, you agree to be bound by the terms and conditions below. If you do not accept the terms and conditions of this Agreement, you may not access or use the Service. The Credit Union may modify this Agreement from time to time, and such modifications shall be effective immediately upon posting of the modified Agreement. By continuing to access or use the Service following such modifications, you agree to be bound by the modified Agreement. We are providing you with access to various types of information through the Service which may include, without limitation, your account and other financial information directions (the "Information") solely for your own use and not for further redistribution. The Information is the Credit Union's property and is protected by applicable law. We reserve any rights not expressly granted herein. The Credit Union does not warrant or guarantee such accuracy or timeliness.

**Availability/Interruption.** The Service and System are available through your Equipment or Computer when it has an active connection to the Internet. The Service is subject to transmission limitation or interruption. You acknowledge and agree that we are not responsible for performance degradation and delays due to conditions on the Internet or due to the Equipment, your Computer or actions of the Content or Technology Providers. You acknowledge that the Credit Union shall not be liable to you if the Service in a given location is not available. If the Service is not available within your intended location, you agree that your sole remedy shall be to terminate this Agreement.

**Password and Security.** After the initial login, the Service will be accessible through a password chosen by you. You agree not to give or make available your password to any unauthorized individuals. If you believe that your password has been lost or stolen or that someone may attempt to use your password without your consent, you must notify The Credit Union at once.

**Equipment Requirements.** In order to access the Service to view eStatements and Disclosures electronically, you must have a personal computer with a connection to the Internet, an Internet browser that supports 128 bit encryption, an active e-mail account supported by software to enable you to receive e-mail messages, electronic document reading software to access PDF documents, a connected printer to retain paper copies of eStatements and Disclosures or sufficient storage capacity to save electronic documents on your computer's hard-drive or external disk drive. By clicking "**I Agree**" below, you hereby attest that you have the required computer hardware and software to access the software and service.

**eStatement Review.** You agree to examine each Periodic (quarterly or monthly) Statement and report any irregularities or disputes to us within sixty (60) days.

**Request for Paper Copies of Statements or Disclosures.** If you request, we will provide you with a paper copy of a Statement or Disclosure provided to you electronically by contacting us at 952-930-0700 or 1-800-752-3494. You may be charged for the paper statement copy in accordance with our current Fee Schedule.

**Consent to Electronic Contracting.** You also agree that the Credit Union may make agreements with you concerning the Service by electronic means. All agreements entered into by electronic means will be deemed valid, authentic and shall have the same legal effect as agreements entered into on paper. You will be deemed to have received any electronic messages sent to you if such messages are sent to the latest e-mail address you have provided to the institution. You further agree that electronic copies of communications are valid as "originals" and you will not contest the validity of the electronic copies, absent proof of altered data or tampering. This consent to the use of electronic agreements and communications shall apply to all agreements and communications made in conjunction with this agreement and the Service.

**Consent to Electronic Disclosures.** If you agree by clicking "I Agree" below, you will receive communications and disclosures from the Credit Union regarding the Service in electronic form (not in paper) and you agree not to circumvent receiving any messages. At no time does a paper communication sent from the Credit Union alter this agreement. You promise to inform us promptly in writing of any change in your e-mail address or your U.S. Mail address. You may choose to receive a copy of this Agreement and any other related communications in paper format and you have the right to withdraw your consent to entering into electronic agreements and receiving electronic communications and disclosures.

To withdraw your consent to electronic eStatements or Disclosures, or to update information needed to contact you electronically, please contact the Credit Union directly by calling 952-930-0700 or 1-800-752-3494 or by sending a message to [memberservices@sharepointcu.com](mailto:memberservices@sharepointcu.com). Any withdrawal of your consent to this Service will be effective only after we have a reasonable period of time to process your withdrawal request, resulting in your receipt of your Periodic Statement(s) in paper form.

**EXCLUSION OF WARRANTIES.** THE CREDIT UNION IS PROVIDING THE SERVICE "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE. THE CREDIT UNION DOES NOT WARRANT THAT THE SERVICE IS ERROR-FREE, OR THAT ACCESS TO AND USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

**LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE CREDIT UNION OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE DELIVERY,

PERFORMANCE, OR USE OF THE SERVICE, WHETHER INCURRED BY YOU OR ANY THIRD PARTY, EVEN IF THE CREDIT UNION OR ITS LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OR MAY OTHERWISE KNOW OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY LIABILITY IS IMPOSED ON THE CREDIT UNION, ITS LICENSORS OR SUPPLIERS, THE CREDIT UNION AND ITS LICENSORS OR SUPPLIERS TOTAL LIABILITY TO YOU OR ANY THIRD PARTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE SERVICE. SOME JURISDICTIONS PROHIBIT EXCLUSION OR LIMITATION OF LIABILITY FOR IMPLIED WARRANTIES OR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. THE FOREGOING SHALL CONSTITUTE THE CREDIT UNION'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY HEREUNDER.

**Assignment.** You may not assign this Agreement to any other party. The Credit Union may assign this Agreement to any future, directly or indirectly, affiliated company. The Credit Union may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

**General.** This Agreement is governed and shall be construed in accordance with the laws of the State of Minnesota, excluding its choice of law rules. This Agreement constitutes the entire agreement and supersedes any prior agreements or understandings, oral or written, between The Credit Union and you concerning the Service and may only be amended in a writing signed by both parties. Failure or delay in enforcing any right or provision of this agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this Agreement shall be held to be unenforceable that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect.