



P.O. Box 820
Chandler, AZ 85244

**First Credit Union's
Electronic Document Consent Agreement for Online Statements ("E Statements") and Consent to
receive or access disclosures and notices electronically**

Please read this information carefully and print a copy and/or retain this information electronically for your records.

In this Consent Disclosure and Agreement the words "we," "us," and "our" means First Credit Union. The words "you," "your," and "yours" means each member participating in the Credit Union's E Statement services, together with any person who is authorized by a member to use or access this service. The word "account" means any one or more accounts you have with First Credit Union. If you consent to receive electronic statements, notices, and disclosures, each of you jointly and severally, agree to the terms and conditions in this Consent Agreement. If you have more than one First Credit Union account, you will be required to individually accept this Consent Agreement for each account.

1. Categories of Electronic Communications: By agreeing to this Consent Agreement, you understand and agree that First Credit Union, its affiliates, assignees and successor servicers may provide to you in electronic format only certain disclosures, notices and statements regarding your accounts, the servicing of your accounts, your use of online banking, your relationship with us, and/or other programs, products or services that are or may in the future be made available to you ("Communications"). Such Communications may include, but are not limited to:

- This Consent Form;
 - Periodic, annual, monthly or other statements, disclosures or notices relating to account information, account activity, account inactivity, payments made or due, or other transactions including, but not limited to, any statement, notice or communication that may be required by the Electronic Funds Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act or other applicable laws and regulations;
 - Any notice or disclosure regarding the imposition of a late fee;
 - Any notice or disclosure regarding the imposition of any fee for a check or electronic debit returned for any reason, such as insufficient funds or as a result of a stop payment order;
 - Any notice or disclosure regarding the imposition of any fee or charge for a service provided or product furnished by First Credit Union that you have requested or that we may impose under the terms of the documents governing your product or service, or by applicable law;
2. Any change-in-terms, conditions or rules applicable to products or services you obtain from us;
 3. Privacy statement or notices (by posting such notices on the website);
 4. Certain statements that we are legally required to provide to you, such as the annual IRS dividend/interest statements.

Communications do not include any notice of default, acceleration, repossession, foreclosure, or eviction, or the right to cure or reinstate or redeem under a credit agreement or security instrument creating a security interest in your real property. Such notices shall be mailed to the property address maintained for you in our records or otherwise delivered as required by law or the governing agreement.

In addition, we may be required to provide certain state law disclosures to you in a paper format, in such cases, the disclosures will be provided in the manner prescribed by applicable law.

2. Accessing Your E-Statement(s): By consenting to this disclosure and agreement, you understand that First Credit Union will no longer be providing you with a paper statement and agree that electronic delivery of your statement will satisfy the Credit Union's requirement to provide you a periodic statement of your account(s).

In order to access your E Statement(s) online, you must have an active online banking account services established with us. Once that is established, you may access your E Statement service by selecting the E Statement tab on our online banking main page located at www.firstcu.net, and by entering your user ID and pass code. We keep an 18 month rolling history of your E Statement(s) online on our web site at any one time. Requests for copies of older statements incur a fee of \$3.00 for each statement.

Our online banking services are generally available 24 hours a day, seven days a week. However, service may be unavailable from time to time for routine software and hardware maintenance or due to unscheduled down time.

The software requirements you must meet to view your statements electronically are any version of Internet Explorer greater than 6.0 or any other browser that supports 128-bit encryption. You must have access to Adobe Acrobat Reader software (available at no charge at <http://www.adobe.com>) to access your E Statement(s), and a printer or ability to download the E Statement(s) for your records. We strongly recommend that you save your E Statement(s) in PDF format to your personal computer or print out a copy of your E Statement(s).

You are responsible for the installation, maintenance and operation of your computer. We will not be responsible for any errors or failures involving any telephone service, Internet service, software installation, or your computer. We will use our best efforts to make available your E Statement(s) in a timely manner and in accordance with any applicable time required by law. However, we shall incur no liability if you are unable to access your E Statement(s) because of the existence of any one or more of the following circumstances:

1. Our online banking services are not functioning properly, and you know or have been advised by us of the malfunction, or
2. Your equipment or Internet access was not working properly, or
3. Internet service is interrupted (e.g., due to online traffic or other disruptions), or
4. Circumstances beyond our control (including, but not limited to, fire, flood, interruption in telephone service or other communication lines, interference from an outside force, legal restriction or delays in mail service) prevent proper delivery, and we have taken reasonable precautions within our control to avoid such circumstances, or
5. Our online banking services are unavailable due to routine software and hardware maintenance.

3. E-mail Address Required – Notification of Statement Availability: Your e-mail address is required to participate in our E Statement delivery service. We will send you an e-mail notification at your last e-mail address of record when your E Statement(s) is available on our online banking site. Our E Statement notification can be sent to only one e-mail address. You are responsible for notifying the Credit Union if you change your e-mail address. In the event we are unable to deliver this notification email to you because of an inaccurate e-mail address, we will attempt to contact you for an information update and attempt to resend your E Statement notification. As a last resort, your Statements will be mailed to your physical address of record.

4. Cancellation of E-Statements: You have the right, at any time without charge, upon 10-day notice, to withdraw this consent for electronic access to your account statements and again receive them by mail. You may withdraw your consent to access our E-Statement services by mailing a written letter to:

First Credit Union
PO Box 820
Chandler, Arizona 85244

Or by calling us at: (480) 756-5500 or 1-(800) 732-6986 Toll Free

If you cancel within five (5) business days prior to the end of the statement cycle, your periodic statement(s) will be distributed to you in paper form. If it is not received within the above-mentioned timeframe, your periodic statement(s) may be distributed to you in electronic form and subsequent statements will be distributed to you in paper form.

If you cancel your access to our E Statement services and wish to resume accessing our E Statement services in the future, it will be necessary for you to go through the sign up process again.

We reserve the right, at our sole discretion, to terminate or change the terms and conditions on which we provide E Statement services. We will provide you with notice of any such termination or change as required by law.

5. Obtaining a Paper Copy of Your Account Statement: If you had requested electronic access of your statements, you may obtain a paper copy of your account statement by contacting First Credit Union by visiting one of the branches, calling the phone center at: 1-(800) 732-6986 Toll Free or (480) 756-5500 or mailing your request to: Member Services, PO Box 820 Chandler, AZ 85244. Please note that there is a \$3.00 per statement fee for copies requested.

6. Confidentiality: First Credit Union will disclose information to third parties about your E Statement access only:

1. When it is necessary for completing a technical support call to our E Statement provider.
2. In order to verify the existence of conditions of your account.
3. To comply with a government agency or applicable law.
4. If you give us your permission.

7. Change in Terms: It may be necessary from time to time, to change the terms or conditions regarding your E Statement access. In the event such a change is necessary, we will send you an e-mail message, notifying you of the amendment. Continued use of E Statement services will represent your agreement to the change-in- terms notification.

8. Participating Party Rights: You agree to waive and release any claims against First Credit Union arising out of or in any way related to E-statement services, except for those claims resulting solely from the negligent acts or omissions of the Credit Union. All questions regarding your E-statement access should be directed to the Credit Union during business hours at (480) 756-5500 or 1-(800) 732-6986 Toll Free.

9. Governing Law: This Consent Disclosure and Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Arizona and the Bylaws of the Credit Union as they now exist or may be hereafter amended. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Consent Agreement and any applicable law, regulation, or rule, the terms of this Consent Disclosure and Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement between us.

10. Acceptance Disclosure: When you select "I ACCEPT" below you acknowledge that you understand and agree to the terms of this E-Statement Consent Disclosure and Agreement and acknowledge receipt of the Electronic Funds Transfer Disclosure. This E-Statement Consent Disclosure and Agreement will be available for your review at any time under at www.firstcu.net/pdf/estatement_policy.pdf.