

NASA Federal Credit Union Electronic Statement (eStatement) Service Agreement

By accessing the NASA Federal Electronic Statement Service (eStatements), you agree this Electronic Statement Services Agreement (the Agreement) as well as the terms as identified in the NASA Federal Member Services Agreement you received when you opened your account. A copy of the NASA Federal Member Services Agreement can be obtained by visiting nasafcu.com/agreements, by e-mailing NASA Federal at support@nasafcu.com, by visiting a branch office or by calling 301-249-1800 or toll-free 1-888-NASA-FCU (1-888-627-2328).

As used in this Agreement, the words "we", "our", "us" and "Credit Union" mean NASA Federal Credit Union. "You" and "your" refer to the account owner(s) entitled to use the **eStatements Service** and eBranch Online Banking. "Account" or "accounts" means your share and/or loan accounts at the Credit Union.

eStatements Consent

You must enroll in the **eStatements Service** and agree to receive the periodic statements you are provided in connection with your share and loan accounts (except credit cards) with the Credit Union electronically. By accepting this Agreement, you give your consent to receive electronic notice of any notice or other type of communication provided to you by NASA Federal. Your consent also covers all disclosures that are required or may be provided on or with your account and/or loan statements, including, but not limited, to the Billing Rights Statement required by the Truth in Lending Act and the Error Resolution Notice required by the Electronic Fund Transfer Act. We will provide you links to access all notices, attachments and/or documents via e-mail to the last known e-mail address provided by you. You agree to notify us promptly of any change of your e-mail address.

You understand that the Credit Union will discontinue mailing printed loan and share account statements to your address of record. All future statements will be maintained on a website which you access to obtain, review, print, and copy/download your periodic statements. Each month we will send an e-mail notice to the e-mail address associated with your account advising you of the availability of your eStatement and the website where you can access your statement. You may then access your statement via that website using the procedures we authorize. You are not required to have eBranch Online Banking to access eStatements.

Joint Accounts: If your account is joint with another person, one of you may consent to receive disclosures electronically and that person's election to receive eStatements shall apply to both of you. We will then send the notice regarding the availability of your eStatements to the e-mail address of the Primary Member in lieu of providing a paper statement.

Hardware and Software Requirements

To access your eStatements, you will need a personal computer that has the capability of running software that can access the Internet and that can send and receive electronic mail. For accessing the Internet we recommend that you use either Netscape Navigator 4.7 or higher or Microsoft® Internet Explorer 5.0 or higher. If you are reading this agreement on-line, you have the necessary hardware and software to access your eStatements.

To open and view an eStatement or any other document sent by the Credit Union your computer system must be equipped with Adobe Acrobat software version 4.0 or higher. You may download Adobe Acrobat for free at www.adobe.com. For maximum performance, we recommend that you use either Netscape Navigator 4.7 or higher or Microsoft® Internet Explorer 5.0 or higher.

To retain a copy of your statements, you will need a printer attached to your computer capable of printing Web pages. To save your statements on your computer you can use the "Save" feature of your Internet software to save the pages to your hard drive or to some other media, such as a CD Rom.

eStatement Available Notification

Each month we will send an e-mail notice to the e-mail address associated with your account advising you of the availability of your eStatement and the website where you can access your statement. You will be required to log in through either eServices or eBranch Online Banking by entering your User ID and password and clicking the "Go" button.

Duty to Review Periodic Statements

Your eStatement will be dated the last day of preceding month. You must promptly access/review your eStatement and any accompanying items and notify us in writing within the applicable time period specified in your Member Services Agreement or Loan Agreement, whichever is applicable, of any error, unauthorized transaction, or 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 other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) (see the NASA Federal Member Services Agreement) shall begin on the Statement date regardless of when you receive and/or open the eStatement.

Your Right to Withdraw Consent: You have the right to withdraw your consent to have the your statements provided in an electronic form by going to the Account Services section of eStatements and checking the box to disable the electronic delivery of your statement. We must receive your withdrawal of consent not less than three days before the date statements are processed for a statement period for you to receive a paper statement for that statement period. You will receive paper statements for subsequent statement periods.

Change of E-mail Address

You agree to notify us immediately of any change in your e-mail address. You may change your e-mail address while logged in to eBranch Online Banking or notify the NASA Federal by fax to 301-249-0587 or mail: NASA Federal Credit Union, P.O. Box 1588, Bowie, MD 20715-1588.

Security

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatement for each of your Credit Union accounts as soon as you access it. You agree to protect the confidentiality of your account and account number, and your personal identification information, as well as your driver's license number and social security number. You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account. Data transferred via the **eStatements Service** is not encrypted. 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 cannot and do not warrant that all data transfers utilizing the Internet.

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 eStatements provided to you under this Agreement. We do not and cannot warrant that eStatements will operate without error, or that the **eStatements 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 this Agreement or by reason of your use of eStatements, 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.

Requesting a Paper Copy of a Statement: Requests for paper copies of a statement can be made by e-mailing support@nasafcu.com or by calling 301-249-1800 or toll-free 1-888-NASA-FCU (1-888-627-2328). There may be a fee for statement copies. Please refer to the Schedule of Fees.

Additional Terms and Conditions of Your Electronic Statement Agreement

The terms and conditions of your Membership and Account Agreement for each of your Credit Union

accounts as well as your other agreements with the Credit Union such as loans continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Maryland. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the Credit Union's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

Change in Terms

We may change any term of this Agreement at any time. If you do not wish to accept the change, you may terminate this Agreement by withdrawing your consent to receive statements and notices electronically.

Our Right to Terminate: You agree that we can terminate our **eStatements Service** and revert to printed mailed statements for any reason at any time.