

Broadview Federal Credit Union eStatement Agreement and Disclosure

1. **Introduction:** This Agreement and Disclosure specifically governs the Broadview eStatement service, and informs you of your rights and responsibilities and the terms and conditions associated with the service you have requested. Please read this Agreement and Disclosure carefully. In this Agreement and Disclosure, the words "you," "your," and "yours" mean each and every one who utilizes Broadview eStatements. The words "we," "us," "our," and "credit union" mean Broadview. The words "the Service" refer to the Broadview eStatement service.

You agree to be bound by all terms and conditions contained herein, and all applicable terms and conditions in our other Agreements (found in the Broadview Member Benefits Guide). You further agree to follow all instructions provided by the Service and reflected on your computer screen. You further agree to abide by any terms or conditions which may be added because of future enhancements to the Service. You understand that you must be a registered Broadview online banking subscriber in order to enroll and participate in the Service.

2. **Services:** Except as otherwise provided for herein, using your personal computer (PC) or mobile device, user ID, and password, you can access your Broadview financial account statement electronically 24 hours a day, seven days a week through Broadview online banking.
3. **Business days:** Broadview eStatements will be available 24 hours a day, seven days a week, except when down for maintenance, or as otherwise indicated in the paragraph titled "System Unavailability."
4. **Agreement for receiving electronic disclosures:** Under federal law and regulations, you are entitled to receive certain disclosures. The regulations provide that if you agree, the required disclosures may be delivered to you electronically. These disclosures may be communicated and delivered via e-mail or appear as notices directly on your eStatement or within the eStatements area of your Broadview online banking account. You should print or download a copy of each disclosure delivered, read it carefully, and retain it for your reference. When you click the "I Agree" button upon registration you agree to receive disclosures through eStatements electronically.

5. **eStatement access:** You agree to receive your periodic Broadview financial account statement electronically in place of a paper statement sent by U.S. mail to your address of record. You further agree to provide an accurate e-mail address to Broadview for the monthly notification of statement availability. If the e-mail address provided is not deliverable, Broadview will send you a letter to notify you that your e-mail address has been identified as undeliverable.

You can request a printed copy of your statement from Broadview at any time. Applicable fees, as outlined in the Fee Schedule, may be charged for this request.

Failure to provide a current and accurate e-mail address may result in delayed notification of delivery of your statement for the given period. To change your e-mail address, log in to your Broadview online banking and select "Settings" from the Help & Support menu. Then select the Contact tab and enter a valid e-mail address in the Email Addresses section. As a final step, please immediately click the eStatements link to validate the change.

Should this Service be deactivated by either you or Broadview, you will be provided with your periodic statement in paper form via U.S. mail to your address of record.

Your statements will be available within the Service for 18 months from the date of the statement.

6. **Applicability, effective date:** This Agreement governs your use of the Service and becomes effective upon clicking "I Accept" during registration.
7. **Issuance and confidentiality of your user ID and password:** You are provided with an initial password for use with Broadview online banking and are required to choose a new password once your account is activated. Your password is confidential and should NOT be disclosed to others or recorded on documents or records located on or around your personal computer or mobile device. You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts. If you authorize anyone to use your password, that authority shall continue until you specifically revoke such authority by changing the password or by notifying Broadview and selecting a replacement password. You understand that if you reveal your password to anyone, you have authorized that individual to access information from any of your accounts which can be accessed by the password, regardless of whether that person is authorized to access these account(s) by any means other than by use of the Service. If you fail to maintain security of your password and Broadview suffers a loss, we reserve the right to terminate the Service to you under this Agreement and Disclosure, as well

as to terminate other credit union deposit and loan services. Broadview will not be responsible for any losses you suffer due to your failure to maintain the security of your password. Users of the Service should use such other password protection precautions as may be appropriate under any particular set of circumstances to ensure proper security over system access and access to account and transaction information and funds transfer capabilities. The Service provides the capability for you to change your password. To help safeguard your security, you should change your password frequently. If you forget your password, you must contact a Broadview representative or use the Forgotten Password feature to have a temporary password issued to you. If your system access is disabled due to the use of an incorrect password, you must contact a Broadview representative to have a temporary password issued to you. We reserve the right to require written reapplication for a new/replacement password.

8. **In case of errors or questions about your electronic transactions:** Contact us IMMEDIATELY at 800-727-3328 or write to us at: Broadview Federal Credit Union, PO Box 12189, Albany, NY 12212-2189 if you think your statement is incorrect or shows transfers and transactions that you did not authorize, or if you need more information about a transfer. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. Tell us your name and account number, the dollar amount of the suspected error, and the date it occurred. Describe the error or the transaction you are unsure about, and explain as clearly as you can, why you believe it is an error or why you need more information.

If you notify us verbally, we may require you to send us your complaint or questions in writing within ten (10) business days. We may take up to ten (10) business days after we hear from you to conduct our investigation. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we need to use the forty-five (45) days to investigate, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or request in writing and we do not receive it within ten (10) business days, Broadview is not required to credit your account.

For transactions initiated outside the United States, the time period stated above increases to ninety (90) calendar days instead of forty-five (45) calendar days, unless otherwise required by law, to investigate your complaint or question. If your claim is made within thirty (30) days of account opening, we will provisionally credit your account within twenty (20) business days and may take up to ninety (90) calendar days to conduct our investigation.

We will send you a written explanation within three (3) business days after we complete our investigation. We will correct any errors within one (1) business day after

determining that an error occurred. If we determine there was no error, you may ask for copies of the documents that we used in our investigation and upon which we relied to conclude that the error did not occur. We will make these available to you to the extent possible without violating any other member's right to privacy.

9. **Fees and charges:** There is currently no fee for the Service. However, Broadview reserves the right to impose fees or to subsequently change any fee structure, if necessary, with proper notice.

10. **Disclosure of account information to third parties:** We will only disclose information to third parties about your account (a) in order to comply with government agency or court orders; or (b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (c) if you give us your written permission.

11. **System unavailability:** Access to the Service may be unavailable at certain times for the following reasons: (a) Scheduled maintenance - there will be periods when systems require maintenance or upgrades; (b) Unscheduled maintenance - service may be unavailable when unforeseen maintenance is necessary; or, (c) System outages- major unforeseen events, including, but not limited to: earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, that may cause system unavailability. Broadview will make all reasonable efforts to ensure the availability of the Service. However, Broadview is in no way liable for the unavailability of the Service or any consequential damages that may result.

12. **Other limitations of liability:** You are solely responsible for the selection, installation, maintenance, and operation of your personal computer, software, and/or mobile device. Broadview expressly disclaims any and all liability as relates to the improper use of your personal computer or mobile device and the transmission of data. Broadview is not responsible for any errors or failures due to any malfunction of your personal computer, software, and/or mobile device or unsuitability of your personal computer, software, and/or mobile device, or any virus, or any problems that may be associated with the use of any Internet service. Broadview will notify you of any change to the software and hardware requirements needed to access the Service within an acceptable period. If you do not agree to the changes required, you may terminate the Service without charge.

13. **Termination of agreement and service:** You may cancel this Agreement and terminate the Service with Broadview at any time by notifying Broadview either verbally or in writing and discontinuing use of the Service. Broadview may terminate the Service and this Agreement and Disclosure at any time by giving you advance notification via e-mail. Broadview reserves the right to deactivate member access to Broadview online banking for those who have not logged into the service for ninety (90) consecutive days or more. Should this occur, you will continue to receive e-mail notifications that an eStatement has been posted to your account and you will need to contact Broadview to reactivate Broadview online banking to retrieve the eStatement(s). To reactivate your account, you may contact us at 800-727-3328 or stop by any branch.
14. **Incorporation by reference:** The disclosures set forth in Broadview's Online Agreement and any applicable disclosures and policies in Broadview's Member Benefits Guide are incorporated into this agreement by reference. You agree that you have received, understand, and accept any additional terms and conditions set forth therein.
15. **Governing law:** This Agreement is made in New York State and shall be construed and governed by the laws of the state of New York, without regard to its conflicts of laws provisions and to the extent that New York law is not inconsistent with controlling Federal Law.
16. **Amendments:** This Agreement may be amended by Broadview at any time at its discretion. You will receive notice of amendments as required by applicable law.