

Credit Union of Denver eStatement Disclosures:

Electronic Delivery of Statements and Notices: By submitting your request for eStatements electronically, you consent and agree that Credit Union of Denver (“Credit Union”) may provide certain disclosures and notices to you in electronic form, in lieu of paper form.

Scope of Consent for electronic delivery of statements: Your consent to receive electronic statements covers the periodic statements you are provided in connection with your share and loan accounts (except credit cards) with the Credit Union. 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. 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. You may access your statement via cudonline using the procedures we authorize.

Scope of Consent for electronic delivery of notices: Your consent to receive electronic notices covers any notice or other type of communication provided to you pursuant to the terms of this Agreement. These notices will be sent 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.

Credit Union of Denver eStatement Procedures: On the first business day of each month your statement (not all accounts generate monthly statements) will be available for viewing, printing, or downloading. To view your eStatement, visit cudenver.com and log into your cudonline account. After signing in, click on the “Online Services” button in the navigation bar and in the drop down menu select eStatements. A list of your available statements, a link to important disclosures and a link to your eStatement Terms and Conditions will appear.

Duty to Review Periodic Statements: You must promptly access/review your eStatement and any accompanying items and notify us in writing within sixty (60) days of the first transmittal of a periodic statement of any error, unauthorized transaction, or other irregularity. The sixty (60) days begins on the date your statement became available. If reported orally, we require written confirmation within ten (10) days. 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) shall begin on the e-mail Date regardless of when you receive and/or open the eStatement.

Change of e-mail address: You agree to notify us immediately of any change in your e-mail address. Notice must be in writing to the Credit Union, by fax to 303-239-1108 or by updating your information online on the My Account page in the eStatement link of online banking.

Security: Although your online statement is secure, 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 eStatement 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, or e-mail transmitted to and from us, will not be monitored or read by others.

Password Security: For security reasons, we require that you log-in to cudonline to access your eStatements. If you incorrectly enter your cudonline password three times you will be prevented from access. Should this happen, contact us at 303-239-1150 or toll-free at 1-800-279-3288 for us to unlock your account. Your log-in password is confidential information that should be known only by you. The Credit Union will not, for any reason, ask for your log in password. If anyone contacts you and requests this information, contact us immediately. You are responsible for keeping your log-in password confidential.

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.

Right to Withdraw Consent: You have the right to withdraw your consent to have your statements provided in an electronic form by going to the Account Maintenance section of eStatements and checking the box to unenroll from the electronic delivery of your statement. Or you may call us at 303-239-1150 or 1-800-279-3288 to verbally request a withdrawal from eStatements. 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. Requests for paper copies of a statement can be made by e-mailing webmaster@cudenver.com, or by calling 303-239-1150. There may be a fee for statement copies. Please refer to the Fees Schedule.

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 eStatements 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.

Joint Accounts: If your share 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 email address provided in lieu of providing a paper statement.

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. Communications between Credit Union and You: Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- # Email: You can contact us by e-mail at: webmaster@cudenver.com or through cudonline e-mail
- # Telephone: You can contact us by telephone at: (303) 239-1150 or 1-800-279-3288
- # Postal Mail: You can write to us at: PO Box 26140, Lakewood, CO 80226
- # Office: For a listing of our offices please call us at the number above or visit www.cudenver.com for a complete listing.

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 Microsoft® Internet Explorer 6.0 or higher or Firefox. If you are reading this agreement online, 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 6.0 or higher. You may download Adobe Acrobat for free at www.adobe.com or by clicking on the link provided on the eStatement Sign On page. For maximum performance, we recommend that you use Microsoft® Internet Explorer 8.0 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 floppy disk.

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.