

Air Academy Federal Credit Union

eSignature and Electronic Communication Terms and Conditions

The following provisions constitute an addendum to the Agreements and Disclosures of Air Academy Federal Credit Union (hereinafter referred to as "We," "Our," "Us," and "Credit Union") concerning electronic delivery of periodic statements and notices concerning accounts, including time deposits, maintained by any individual, corporation, partnership, association, or other legal entity. In this Terms and Conditions, the words, "Member," "You," and "Your" means the consumer, business, authorized user, or business employee. The eSignature and Electronic Communication Terms and Conditions will herein be referred to as "Agreement". To the extent there is any conflict between any statement made in this Agreement and the Agreements and Disclosures, this Agreement shall control.

Electronic Signature: Any record containing an electronic signature (eSignature), shall be deemed for all purposes to have been "signed" and will constitute an "original" when printed from electronic records maintained by the Credit Union. Clicking on an item, button, or similar symbol is a form of eSignature.

1. **Authorization for Electronic Delivery:** By accepting this Agreement, You authorize Us, at Our discretion, to electronically deliver Your periodic statement(s) and notices that We are required to provide to You under applicable Federal and State statutes and their implementing regulations, as amended from time to time, including:

Truth in Lending Act	Home Mortgage Disclosure Act
Truth in Savings Act	Fair Housing Act
Fair Credit Reporting Act	Equal Credit Opportunity Act
Electronic Funds Transfer Act	National Credit Union Act

Other Federal and State statutes may be enacted or amended in the future to provide for electronic delivery of periodic statements and notices. Your acceptance also authorizes Us, at Our discretion, to provide electronic delivery of such statements and notices pursuant to these statutes after they become effective. If there is more than one Depositor/Borrower that is a party to the account, notice to any one Depositor/Borrower will be effective for all.

You understand You have the right to revoke this authorization and thereby withdraw consent to receive periodic statements and disclosures electronically. To do so You must notify Air Academy Federal Credit Union 30 days in advance of this decision using one of the options below:

- Call Our Contact Center at 719.593.8600 or 800.223.1983
- Write Us at: Air Academy Federal Credit Union, P.O. Box 62910, Colorado Springs, CO 80962
- Opt out at www.aafcu.com; log into Your account, click on eStatements, and unsubscribe to eStatements by selecting 'I prefer paper statements.'

You further understand withdrawing this authorization to receive periodic statements and disclosures electronically may result in periodic statement fees. Please refer to the Fee Schedule.

You may print a paper copy of Your periodic statement by clicking the 'view' button under eStatements for the periodic statement You want to print. A separate window will open displaying the selected periodic statement. Click the 'print' icon to print the selected periodic statement.

2. **Security Measures:** We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronically delivered periodic statement(s) and notices. You acknowledge and understand there are risks to electronic delivery of periodic statements and notices, including but not limited to, delay or failure of delivery due to technical difficulties, weather conditions (including but not limited to sun spots), matters beyond Our reasonable control, or interceptions and/or alteration of such periodic statement(s) and notices by third parties in spite of the Credit Union's commercially reasonable security measures. By accepting this Agreement, You represent that You have considered Our security measures and find Our security measures are commercially reasonable. In reaching this conclusion, You have considered the historical and potential future content of Your periodic statement(s), the risks associated with electronic delivery of periodic statement(s) and Our security procedures. If You conclude that Our security procedures cease to be commercially reasonable in the future, You must terminate this Agreement immediately in accordance with paragraph 10 below.

3. **Your Computer's Specifications:** In order to receive the services under this Agreement, You must meet the following requirements:

- Internet Access
- A current web browser
- A PDF reader
- Email

4. **Email Address:** We will send Your account alerts, notifications, and periodic statement(s) alerts to You via email to the last known email address provided. You agree to maintain a valid email address. For Your protection and for security purposes, We will not accept any change of email address notices via email. If You have not notified Us in writing of any change to Your email address, You agree that Your failure to provide Us with a good email address is the lack of ordinary care on Your part. If We become aware that You are not receiving Your eStatement(s) and notices, We will send Your periodic statement(s) and notices to You via U.S. Mail to Your last address known to Us. You understand this may result in periodic statement fees. Please refer to the Fee Schedule.

If You have a "multiple-party account" as defined in the Agreements and Disclosures, Your email address may be changed using the procedure described above by any authorized party to Your account. THE CREDIT UNION SHALL HAVE NO OBLIGATION OR LIABILITY TO ANY OF THE PARTIES TO A MULTIPLE-PARTY ACCOUNT IF THE EMAIL ADDRESS IS CHANGED USING THE PROCEDURES SET FORTH ABOVE.

5. **Prompt Review of eStatements:** Your eStatement notification of availability will be dated the day Your eStatement is ready for review and sent to You by email (the "Email Date"). You must promptly review Your eStatement and any accompanying items and notify Us in writing or via email at contactus@aafcu.com (within the applicable time periods specified in the Agreements and Disclosures) of any error, unauthorized signature, lack of signature, alteration or other irregularity. If You allow someone other than You to review Your periodic statement(s), You must still review the periodic statement(s) for any errors, unauthorized signatures, lack of signatures, alterations, or other irregularities. If You are a non-consumer, You will be responsible for the wrongful acts of Your employees and agents. Any applicable time periods within which You must notify Us of any errors on Your periodic statement(s) shall begin on the Email Date regardless of when You receive and/or open the notification and/or eStatement.

6. **Right to Receive Paper Statement(s):** You have a right to obtain a copy of Your periodic statement(s) or account disclosures in paper format. To obtain a paper copy, You may print one from Your computer, or You may make a specific request to Air Academy Federal Credit Union, P.O. Box 62910, Colorado Springs, CO 80962, or call 719.593.8600 or 800.223.1983. For applicable fees, please refer to the Fee Schedule.

7. **Disclaimer of Warranty:** WE MAKE NO WARRANTIES OF ANY KIND WITH RESPECT TO THE SOFTWARE PROGRAM USED TO ACCESS THE SERVICES PROVIDED FOR IN THIS AGREEMENT, AND WE DO NOT WARRANT THAT THE SOFTWARE PROGRAM OR THAT SERVICES PROVIDED FOR IN THIS AGREEMENT WILL MEET YOUR SPECIFIC REQUIREMENTS. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE USE AND ADEQUACY OF THE SOFTWARE PROGRAM OR SERVICES WE PROVIDE UNDER THIS AGREEMENT. WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. **Notice of Unauthorized Access:** If You believe Your eStatement is lost or that someone has obtained access to Your eStatement without Your permission, call Us at 719.593.8600 or 800.223.1983, or write Us at Air Academy Federal Credit Union, PO Box 62910, Colorado Springs, CO 80962-2910.

9. **Liability and Indemnification:** NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES PROVIDED FOR IN THIS AGREEMENT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. WE SHALL BE LIABLE ONLY FOR MATERIAL LOSSES WHICH ARE THE DIRECT RESULT OF OUR OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT IN PERFORMING THESE SERVICES. WE SHALL HAVE NO LIABILITY FOR FAILURE TO PERFORM ANY SERVICES OR FOR ANY DISRUPTION OR DELAY IN PERFORMING SERVICES PROVIDED FOR IN THIS AGREEMENT IN THE EVENT SUCH FAILURE, DISRUPTION OR DELAY IS DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, FAILURE OR DISRUPTION OF ELECTRIC POWER, COMPUTER EQUIPMENT, TELECOMMUNICATIONS SYSTEMS, YOUR ISP, OR WEATHER CONDITIONS. WE SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR INDIRECT LOSS UNDER ANY CIRCUMSTANCES. EXCEPT TO THE EXTENT THAT WE ARE LIABLE UNDER THIS AGREEMENT, YOU AGREE TO INDEMNIFY AND HOLD US AND OUR DIRECTORS,

OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS, DEMANDS, JUDGMENTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THESE SERVICES. YOU AGREE THAT THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. **Termination/Amendment:** This Agreement shall remain in full force and effect until it is terminated by either party upon thirty (30) days' prior written notice to the other party. We also have the right to terminate this Agreement immediately, with or without cause, or if You fail to comply with the terms of this Agreement or any other agreement which You may have with Us or any applicable rule or regulation which may govern Your account(s), including the Agreements and Disclosures. If We terminate this Agreement for any of these reasons, such termination shall be effective on the effective date specified in a written notice mailed to You, and not on the date when the notice is mailed or received. Any amendment or revision to this Agreement must be executed in writing by an authorized party to Your account and attached to Our copy of the Agreement as well as noted in Our account records.

11. **Governing Law, Jurisdiction, Severability:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado and any applicable Federal laws and regulations. You irrevocably submit to the jurisdiction of any Federal or State court sitting in the State of Colorado for any action that You bring and agree that, in any action brought under this Agreement, venue shall be placed in El Paso County. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

12. **Arbitration:** This Agreement incorporates by reference the terms and provisions of an arbitration agreement located in the Agreements and Disclosures, which governs accounts and other agreements and services offered by the Credit Union and pursuant to which the Depositor and the Credit Union agree, upon the request of the Depositor or the Credit Union, to submit to mandatory binding arbitration any "Dispute" as that term is defined in the Agreements and Disclosures.