

APCI FCU Online Statement Access Agreement

PLEASE READ THIS AGREEMENT COMPLETELY BEFORE INDICATING YOUR AGREEMENT TO ACCEPT YOUR PERIODIC STATEMENTS AND RELATED DISCLOSURES ELECTRONICALLY.

TRANSMITTAL OF ELECTRONIC STATEMENTS

By clicking on the “I Agree” button below and electing to receive your statements electronically, you:

- Acknowledge you have read and understand the APCI FCU (“**Credit Union**”) Online Statement Access Agreement (“**Agreement**”);
- Agree to accept your APCI FCU periodic statements, and all disclosures related to your statements, electronically by a visual text to be displayed on a personal computer monitor ;
- Request that your eStatement Availability Notice be transmitted to you electronically; and
- Agree to the terms and conditions set forth in this Agreement.

Definitions: As used in this Agreement, the following terms have the following meanings:

- “**Account(s)**” means your eligible APCI FCU share savings, share draft checking, loan, and other APCI FCU products that can be accessed through APCIRCUIT® PC Home Banking Service;
- “**You**”, “**Your(s)**”, and “**Member**” mean each person with authorized access to your Account(s) who applies and uses APCIRCUIT; and
- “**APCI FCU**”, “**We**”, “**Our**”, “**Us**” and “**Credit Union**” means APCI Federal Credit Union.

Your consent to receive your eStatements electronically applies only to your periodic Account eStatement and related disclosures. The Credit Union will include ‘Your Billing Rights’ notice with each periodic statement.

You acknowledge and agree that by requesting your Account statements be delivered electronically, you will not receive paper statements in the mail. However, this Agreement does not affect your right to receive a paper statement. A fee may be charged to print a prior statement. Following eStatement activation and the closure of your next periodic statement cycle, a Credit Union eStatement Availability Notice will be sent to the email address you provided. Once enrolled you will be able to access up to twenty-four (24) months of account history beginning at the time of enrollment.

You acknowledge and agree that if the Credit Union has reason to believe that the transmission of your statements electronically is no longer viable or that any such transmission may give rise to security or operational concerns, the Credit Union may without notice cease the electronic delivery of your statements and provide you with paper statements. You acknowledge that:

- Any email address you provide to the Credit Union is accurate;
- You will promptly notify the Credit Union, by signed letter mailed or faxed to the Credit Union, of any change in your email address. You may also update your email information within APCIRCUIT PC Home Banking Service;
- You have a computer that meets the minimum system requirements; and
- You have a printer or have access to a printer with the ability to download information in order to keep copies of your statements for your records.



PO Box 20147 · Lehigh Valley, PA 18002-0147
800-821-5104 · Fax: 610-841-2589 · apcifcu.org

You may un-enroll from the eStatement process, free of charge, at any time by faxing to: 610-841-2588 or 610-841-2589 or mailing to: PO Box 20147, Lehigh Valley, PA 18002-0147 a signed request to the Credit Union.

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

You agree to the terms of the “Indemnification Obligation” clause as specified in the APCIRCUIT PC Home Banking Service Agreement.

APCI FCU reserves the right to amend, add to, or delete the terms and conditions of this Agreement and, unless otherwise required by law, the APCI FCU may notify you of an amendment electronically. In addition, the APCI FCU may mail or deliver a separate notice, statement message or electronic message.

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

No waiver by us of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by an authorized representative of the Credit Union. No waiver by us shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction). Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in any United States federal court or state court located in the Commonwealth of Pennsylvania, County of Lehigh, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.