

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

TRANSMITTAL OF ELECTRONIC STATEMENTS AND NOTIFICATIONS

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

- Acknowledge you have read and understand the APCI FCU (“**Credit Union**”) Online Statement and Notification Access Agreement (“**Agreement**”);
- Agree to accept your APCI FCU periodic statements, notifications, and all disclosures related to your statements, electronically by a visual text to be displayed on your device;
- 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 APCI eBanking;
- “**You**”, “**Your(s)**”, and “**Member**” mean each person with authorized access to your Account(s) who applies and uses APCI eBanking; and
- “**APCI FCU**”, “**We**”, “**Our**”, “**Us**” and “**Credit Union**” means APCI Federal Credit Union.

Your consent to receive your statements and notifications electronically applies only to your periodic Account eStatement, notifications, 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 and notifications be delivered electronically, you will not receive paper statements and notifications 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 APCI eBanking;
- 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.

You may withdraw your consent to receive communications available in an electronic form at any time. Contact one of our Member Services Representatives at 800-821-5104 to opt out of receiving Credit Union Statements and Notifications within APCI eBanking.

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 APCI eBanking.

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.