

E-Statements Usage Agreement

GEMC FCU's ("we" or "us") E-Statements service is provided in part with assistance from IntegraSys. We will use information collected from you only as necessary to assist in processing payments according to the terms set forth below. PLEASE READ THE FOLLOWING CAREFULLY. COPIES OF THESE TERMS AND ANY OF YOUR FINANCIAL STATEMENTS ARE AVAILABLE UPON REQUEST BY WRITING US AT:

GEMC FCU
2100 East Exchange Pl, Suite 101
Tucker, GA 30084

The fee for the credit union to print copies of the monthly account statement is \$5.00 per page. Please refer to the current GEMC FCU Rate and Fee Schedule for additional information about this and other credit union fees.

1. Password Policy. Use of E-Statements requires both Logon information and a password. During the registration process for E-Statements, you must choose a unique Logon. Each User I.D. and corresponding Password can only be used by one individual or entity.

Anyone with knowledge of both a Member's User I.D. And Password can gain access to E-Statements and the information that is available regarding your account. Accordingly, all Passwords must be kept secret. By agreeing to the terms and conditions of this E-Statements Usage Agreement, you agree to be solely responsible for the confidentiality and use of your Password, as well as for any communications entered on E-Statements using your Password.

As a condition of use, you must tell us AT ONCE if you believe your Password has been lost or stolen. You may contact us 24 hours a day by calling: 1-470-514-3000

E-mail: estatements@gemc.org

GEMC FCU reserves the right to reset any Passwords that may have been lost or stolen.

2. Use of E-Statements. By accepting the E-Statements Usage Agreement, you authorize your GEMC FCU statements to be delivered to you through E-Statements. Once you are accepted for enrollment in E-Statements you will no longer receive paper statements.

The credit union requires all users to supply an e-mail address in order to contact a member electronically. A notification that your monthly statement is available will be sent to your e-mail address.

3. Confidentiality on Internet. GEMC FCU may collect your IP address, domain name and may request your e-mail address.

GEMC FCU will store and protect this information in the same manner we store and protect other personal Member information. We will only disclose information to third parties about your account:

- A. Where it is necessary for completing transactions with IntegraSys or
- B. In order to comply with a government agency or court orders, or
- C. If you give us your written permission.

We reserve the right to provide non-personal identifying information such as aggregate data to third parties.

4. Security of Site. GEMC FCU only collects personal information to serve its legitimate business purposes. We use standard security technology to protect personal information. We are not responsible for any breach of security or for the actions of any third parties that may obtain any personal information. GEMC FCU will not be responsible for any loss resulting from a cause over which it does not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes or natural disasters, strikes or other labor problems, wars or government restrictions. Users of E-Statements may review and correct personal information about them maintained by GEMC FCU by selecting the *User Profile* section of the E-Statements site.

Use of E-Statements is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations. Although we have tried to create a secure and reliable service, the confidentiality of any communication transmitted over the Internet cannot be guaranteed. Accordingly, GEMC FCU and its affiliates are not responsible for the security of any information transmitted via the Internet. Actual or attempted unauthorized use of E-Statements may result in criminal and/or civil prosecution. For your protection, GEMC FCU reserves the right to view, monitor and record activity on E-Statements without notice or permission from you. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity on E-Statements. GEMC FCU will also comply with all court orders involving requests for such information.

5. Registration. When registering with E-Statements, you represent and warrant that:

- A. you are 18 years old or older;
- B. you are using your actual identity and that any information you provide to E-Statements is accurate and complete and
- C. your registration with GEMC FCU and use of E-Statements will not violate any local, state, national or international laws or regulations.

6. Other Terms and Conditions. The terms and conditions set forth here are for the E-Statements service. They do not change any tariffs or other regulations governing the terms and conditions pursuant to which GEMC FCU provides you financial services or the terms and conditions pursuant to which GEMC FCU provides you use of the GEMC FCU website. This Agreement shall be governed by the laws of the state in which you live at the time of the transaction, without regard to the choice of law or conflict of law rules thereof.

7. In Case of Errors or Questions About Your Electronic Statement. If you have any questions or comments regarding your statement, please contact us by calling:

1-470-514-3000

Or writing:

GEMC FCU
Attn: E-Statements Member Service
2100 East Exchange Pl, Suite 101
Tucker, GA 30084
E-mail: estatements@gemc.org

8. Warranty. The foregoing shall constitute GEMC FCU's entire liability and your exclusive remedy. In no event shall GEMC FCU be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of the equipment, software, and/or this service.

9. Exclusions of Warranties. This service and related documentation are provided "as is" without any warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

10. Address Changes. You agree to promptly change your User Profile with updated e-mail address information when any address change occurs. These changes should be made within E-Statements.

11. Termination or Discontinuation. In the event you wish to discontinue this service, you must initiate de-enrollment within E-Statements or contact Member Service Center at 1-470-514-3000. We may terminate service to you at any time and/or revoke your right to use software. Neither termination nor discontinuation shall affect your liability or obligations under this Agreement.

12. Limitation. Your enrollment in this service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in this service, you agree that we reserve the right to obtain financial information regarding your account from a financial institution to resolve payment-posting problems.

13. Hardware and Software Requirements. To access E-Statements and to retain documents, agreements and disclosures electronically you need a computer with a modem, and you will need to use the following computer software and hardware: Internet Explorer 4.0 or above, Netscape Navigator 4.7 or above or equivalent software; and hardware capable of running this software. Use and access to these services requires the use of a browser that supports SSL and Cookies. You are responsible for the set-up and maintenance of your home computer and modem, which supports the 128 bit encryption requirements of our home banking systems.

These are the present minimum requirements that are required to access and use the system, which may change without notice. We make no warranty or representation regarding the access speed that you will have now or in the future, as such is beyond the control of the Credit Union (depending largely on your computer system and method of access -- e.g., dial up connection vs. DSL or other connection). Also, these minimum requirements are likely to change as technology, software, and other matters continue to evolve.

In addition, you acknowledge that you have a printer capable of printing GEMC Federal Credit Union's electronically provided statements, or have the ability to save and display any such statements.