

## Statement Services Agreement

This Agreement describes your rights and obligations as a user of the e-Statement Service ("Service"). It also describes the rights and obligations of C-Plant Federal Credit Union. Please read this Agreement carefully. By pressing the "I ACCEPT" button below, you elect and authorize us, at our discretion, to electronically deliver your account statement(s), including share, share draft, or other periodic statements, which we are required to provide to you under applicable Federal and State statutes and regulations.

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

You further agree to comply with the supplemental terms and conditions set forth in this Agreement which are set forth below.

## Contact Information

If you need to contact the Credit Union regarding your e-statement account or have problems accessing your e-statement, you may contact a member of our staff during regular business hours using the following contact information:

C-Plant Federal Credit Union  
eStatement Administrator  
P O Box 9250  
Paducah, KY 42002-9250  
270-450-7057  
Regular Business Hours: Monday through Friday, 8:00 am to 5:00 pm

Or you may send an e-mail to: [estatements@cplant.com](mailto:estatements@cplant.com)

## Access to Services

You are notified by email that your statement is ready for viewing. This notification email will be sent to the email address which you specify under the terms set forth in this e-Statement Agreement. You will gain access to your e-Statement through the use of your Internet-enabled device, your Internet Service Provider and your password.

You may view your e-Statement in your browser. You may also view, save and print copies of your periodic e-Statement using Adobe Acrobat Reader.

## Fee Schedule

There is no charge to sign up for or to receive monthly e-Statements. There is no charge to discontinue e-Statements, or to change the email address to which notice of e-Statement availability will be sent

## Hardware and Software Requirements

To use the Service, your Internet browser must support 128-bit encryption. Supported browsers include Internet Explorer 5.5 or higher; Firefox 1.5 or higher; Netscape Navigator 6.0 or higher; Opera 5 or higher. Adobe Acrobat Reader is required to save and print documents. You must also have an internet-enabled computer and an Internet Service Provider (ISP).

## Security Measures

Your confidential information is automatically encrypted in transit from your computer to our server using the Secure Sockets Layer protocol (SSL). No e-Statement data, usernames or passwords are transmitted without being encrypted with this technology. Our web servers verify the encryption capability of web browsers and ensure that secure sessions are initiated before statement data is displayed. Plain text passwords are never stored on servers; authentication is handled only via password hashing paradigms. Security measures employed by the Credit Union may be changed from time to time at the Credit Union's sole discretion.

You understand that industry standards are dynamic and constantly developing. By accepting this agreement, you acknowledge and understand that there are risks to electronic delivery of account statement(s) including but not limited to delay or failure of delivery due to technical difficulties, weather conditions, or matters beyond our reasonable control. We will not be responsible for any loss that occurs as a result of delivery failure beyond our reasonable control.

By accepting this agreement, you represent that you have considered our security measures and find that they are commercially reasonable. In reaching this conclusion, you have considered the historical and potential future content of your statement(s), the risks associated with electronic delivery of account 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 the procedure outlined below.

Be aware of *any* e-mail that asks you to log in to your account, verify your account, or provide any other identity information. Be wary no matter what reason is given, and no matter how convincing the e-mail may be.

### Follow these simple rules and you should be safe.

- Don't click on any links within an e-mail asking you to access your account or to verify PIN numbers, passwords or other sensitive information.
- If you get an e-mail that appears to be from your credit union asking you to log-in or for other information, immediately contact your member services group and report the incident. Be prepared to forward a copy of the message to them for review if requested to do so.
- If you or someone in your family mistakenly follows a link and provides sensitive information, immediately call your credit union so that they can monitor your account or change your account number.
- Remember, the thief copies text and images from credit union websites to make the e-mails look authentic and fool people into divulging sensitive information.
- Never give out your personal or account log-in information after following a link from an e-mail, even as "identity verification" for a contest. Attackers frequently use such tactics to lure you into giving up identifying information.

Your credit union has taken strong measures to ensure the security and safety of your account and its overall online banking system. By staying alert to potential security threats and keeping in mind the suggestions listed above, you can help us keep online banking extremely safe and secure. Follow the good practices and use the knowledge we've provided here, and you will be much more prepared to enjoy the conveniences of online services with peace of mind!

## Cancellation of Service

You may cancel the e-Statement Service at any time through our website at C-Plant. Go to Online Services, E-Statements and follow the link to make changes to your account. Mailed statements will resume with the next scheduled statement mailing.

## Email Address

A notice that your e-Statement is available will be sent to you via email by a third service provider to the last known email address provided by you. You agree to notify us promptly of any change in your email address using the procedures set forth below. If you fail to notify the Credit Union of any change to your email address, or if you fail to retrieve messages from the email address to which we send notices, you agree that represents a lack of ordinary care on your part, and we will not be responsible for any loss that occurs as a result.

## Use of your Security Password

You agree not to allow anyone to gain access to the Service or to let anyone know your Password used with the Service. You further agree that C-Plant Federal Credit Union has no control as to the persons who have access to your personal computer and your Password. You agree that it is your responsibility to initiate and maintain security procedures to prevent any unauthorized access to your personal computer or unauthorized use of your Password.

How do you make a strong, secure password?

- Mix in numbers and punctuation
- Intersperse capitals with lower case letters
- Use at least eight characters if allowed
- Change your password at least every 90 days
- Make sure you can remember it somehow!

## Notice of Unauthorized Access

If you believe your electronic statement has been lost or stolen, or that someone has obtained access to your electronic statement without your permission, immediately call C-Plant Federal Credit Union during regular business hours and speak with a Member Service Representative.

## Changing Your Security Password/Email Address

You may change your password or email address by logging in to receive your e-statement and clicking on the Manage Account button. This link is also provided on the C-Plant website. Go to Online Services, E-Statements and follow the link to make changes to your account.

## Prompt Statement Review

You agree to promptly review your electronic statement and any accompanying items. If you allow someone other than you to review your statements, you must still review the statement for errors, unauthorized signatures, lack of signatures, alterations, or other irregularities. You agree that you are 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 account statements shall begin on the day it is made available to you, regardless of when you receive and/or open the email notification.

If you believe there is an error, unauthorized signature, lack of signature, alteration or other irregularity contained in your statement, notify C-Plant Federal Credit Union by telephone immediately at 877-273-3488 during regular business hours. To preserve your legal rights, you should also provide this notice in writing delivered to C-Plant Federal Credit Union, P. O Box 9250, Paducah KY 42002-9250.

If you do not notify C-Plant Federal Credit Union of any error within the first 60 days after the statement was sent to you, you may not recover any money lost after the 60 days which would not have been lost if we had been notified promptly. If a good reason as reasonably determined by us (such as a hospital stay) delayed you from contacting us, we may, at our option, extend these time periods.

## Limit of Liability

C-Plant Federal Credit Union agrees to make reasonable efforts to ensure full performance of the e-Statement Service. However, we shall have no liability for failure to perform any e-Statement Service, or for any disruption or delay in performing e-Statement Service, 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 electrical power, computer equipment, telecommunications systems, your Internet Service Provider, or weather conditions. We shall have no liability for any consequential, special, punitive damages or indirect loss under any circumstances. C-Plant Federal Credit Union is not responsible for any computer virus or related

problems, which may be attributable to the Service.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for receiving e-Statements. C-Plant Federal Credit Union will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

C-Plant Federal Credit Union makes no warranties of any kind with respect to the software used to access your electronic statement, and we do not warrant that the software or the e-Statement Service will meet your specific requirements. C-Plant Federal Credit Union disclaims any and all implied warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

Under no circumstances will C-Plant Federal Credit Union be liable in contract, tort, or otherwise for any special, incidental, or consequential damage, whether or not foreseeable. By consenting to use the Services, you agree to waive any and all rights to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

### **Electronic Mail**

Because email is not secure, you should not send your account number, passwords, transaction information, or other non-public information by email. All communication containing this type of information should be done in person, by mail, or by telephone.

You agree that C-Plant Federal Credit Union may communicate with you by email with regard to any matter related to the Service, provided that such communication does not contain non-public personal information. Any such electronic mail sent to you by us shall be considered received within 3 days of the date sent by us, regardless of whether or not you sign on to your specified email within that time frame.

You agree to receive e-mail notifications concerning the annual election of our Board of Directors which is held during the spring of each year. You also agree to receive e-mail notifications of services which we believe that you would benefit from. However, we will never provide links within the e-mail to click on or ask you to reply with any personal information. (See security feature section for more information)

### **Other Agreements**

In addition to this Agreement, you agree to be bound by and comply with the requirements of the agreements applicable to each of the accounts for which you elect to receive electronic statements. Your use of the e-Statement Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you opened your accounts at C-Plant Federal Credit Union.

### **Modifications to this Agreement**

C-Plant Federal Credit Union may modify the terms and conditions applicable to the Service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will have been deemed to have received it 3 days after it is sent. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

### **Governing Law**

This Agreement is governed by the laws of the State of Kentucky.