

This Agreement is between TruMark Financial Credit Union (“TruMark Financial,” “we,” “us,” “our”) and each owner of an account (“You”, “Your”) for which the necessary steps, as set forth below, to receive electronic notices, periodic statements, TruMark Financial VISA statements, disclosures and other records has been taken. By clicking the “I Agree” button, below, you are consenting to receive your periodic statements, VISA statements and other notices, disclosures and records in the manner described in this Agreement, and you are agreeing to all the terms of this Agreement. In order to enter into this Agreement and receive Electronic documents from us, you must have a current account with our online teller service Internet Teller. Internet Teller is governed by a separate Agreement and Disclosure Statement.

### **1. Consent to Electronic Delivery**

You hereby consent to receive your periodic account statements and, if applicable, TruMark Financial VISA account statements (together, your “Statements”) and any other notices, disclosures or records (the Statements and any other notices, disclosures or records are sometimes collectively referred to as “documents”) relating to any product or service you obtain from TruMark Financial now or in the future in electronic format only. TruMark Financial is not obligated to provide any of these documents electronically, and may, in the future, opt to send any one or all of them in a different format, including paper format. If these documents are provided electronically, TruMark Financial will post them on our Internet Teller and they will be accessible to you through Your Internet Teller account and password. TruMark Financial will send an electronic mail (e-mail) notice of the availability of each Statement or document to the most recent e-mail address you have provided to TruMark Financial. Any document made available to you in this way will be available on Internet Teller for at least 90 days from the date we send the e-mail notification. Statements will be made available on a monthly basis. Certain documents may be e-mailed directly to you. These may be provided as an attachment to an e-mail.

### **2. Documents to Which this Agreement Applies**

This Agreement applies to Your Statements and any other notice, disclosure or record TruMark Financial may desire or be required by law to deliver to You, including, but not limited to, notices and disclosures required by the following laws: Truth in Lending, Truth in Savings, Fair Credit Reporting, Electronic Funds Transfer, Home Mortgage Disclosure, Fair Credit Reporting, the Pennsylvania Credit Union Code, Equal Credit Opportunity. Any document, notice or disclosure required by any future law or regulation will also be covered by this Agreement. You agree that any document provided to you electronically qualifies as a “written” notice or document for all purposes.

### **3. Multiple Share Account Owners**

Even if there is a joint owner on your account(s), TruMark Financial will be responsible only for sending the e-mail notification to the one e-mail address you provide. TruMark Financial reserves the right to require consent to this Agreement from each owner of the share account.

### **4. Hardware and Software Requirements**

In order to receive electronic documents and e-mail notifications, you must have a valid Internet Teller account, internet access, and your computer and internet service provider (“ISP”) must meet certain requirements. At the current time those requirements are as follows:

- Sufficient free disk space on hard drive to retain the documents (see NOTE below)
- A modem or other device allowing connection to the internet

- An internet browser that can support this service. Of the more popular browsers, Microsoft Internet Explorer\*, Netscape Navigator\* and AOL\*\*'s browser, you will need version 5.0 or greater.
- An established e-mail account and address and the ability to access attachments to e-mail.
- Adobe Acrobat Reader\* or an Adobe Acrobat Reader\* Browser plug-in. If you do not have this software, You can download a free version at [www.adobe.com](http://www.adobe.com).

NOTE: You should only save your statements to a computer owned and controlled by you. Do not save them to a computer You do not own or control (e.g., a work or public library computer) since that would allow others to have access to your personal information. Even if you save your statements to your computer's hard drive, you should still print a paper copy, since data on a disk can be lost or corrupted.

If the hardware and/or software requirements necessary to receive electronic documents change at any time, TruMark Financial will provide you notice of those changes at least 30 days in advance and, if such changes create a material risk that you will no longer be able to access your electronic documents, you will be able to withdraw your consent to this Agreement without the imposition of any fees.

#### **5. Retention of Documents**

You should retain a copy of your Statements and other documents provided to you for your records. You may do this by downloading them to your personal computer and saving them to hard drive or printing the documents on your attached printer or both.

#### **6. Right to Paper Statement**

You may request that a paper copy of any document be mailed to you by calling TruMark Financial at 215-953-5300, by e-mailing us at [estatemnts@trumark.org](mailto:estatemnts@trumark.org), or by writing to us at:

TruMark Financial Credit Union  
E-statement Department  
1000 Northbrook Drive  
Trevose, PA 19053

There will be a \$3 fee for each paper document requested, which may change from time to time. You may request the current fee when you request the document.

#### **7. Cancellation/Termination of this Agreement**

You may terminate this Agreement at any time by notifying TruMark Financial via e-mail at [estatemnts@trumark.org](mailto:estatemnts@trumark.org); by phone at 215-953-5300; or by mail at

TruMark Financial Credit Union  
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1000 Northbrook Drive  
Trevose, PA 19053

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\* All company and product or brand names are the trademarks or registered trademarks of their respective companies.

It may take us up to 30 days after we receive your notice to terminate the delivery of electronic documents. TruMark Financial may terminate this Agreement at any time without any prior notice to you, although we will notify you when we have terminated the Agreement. We may also terminate this Agreement with regard to certain kinds of documents, but not others. Upon termination, you will no longer receive the effected documents from us in electronic form, but we will provide them to you in paper form. Currently, TruMark Financial does not charge a fee for termination of this Agreement.

#### **8. Updating Your E-mail Address**

You agree to provide us with your current e-mail address and to promptly notify TruMark Financial of any change to your e-mail address in any of the following ways: by using the e-mail update function in Internet Teller e-mailing us at [estatemnts@trumark.org](mailto:estatemnts@trumark.org) or calling us at 215-953-5300. We will not be responsible for any lost or un-received documents. It is essential that you update your e-mail address as necessary in order to receive e-mail notices and documents. Each time an e-mail is returned to us as undeliverable TruMark Financial reserves the right to discontinue your e-statement service. In addition, TruMark Financial will send a paper copy of your statement to the postal address we have for you along with a notice that you must update your e-mail address. If you do not respond to such notice within the time specified, TruMark Financial reserves the right to terminate this Agreement.

#### **9. On-Line Sign-Up Only**

You may only enter into this Agreement online via Internet Teller. This will confirm to us that you have the ability to access the documents in electronic form. TruMark Financial reserves the right to require you to also confirm your consent to this Agreement by asking you to return a signed paper copy of this Agreement.

#### **10. Change in Terms**

We may change the terms of this Agreement at any time. We will notify you of any changes by either sending you a revised copy of this Agreement via e-mail or notifying you of the place where we have the revised Agreement posted online. Any revisions posted online will be available for at least 90 days from the date we send the e-mail notification to you.

#### **11. Security Procedures**

For security reasons, we will not e-mail Statements or other documents containing personal information directly to you. They will only be available through Internet Teller. We may send other documents not containing personal information to you via e-mail. **You acknowledge that no electronic posting or e-mail communication is without risk. There is the possibility, among other things, of unauthorized access, delay, failure of delivery, interception, improper delivery, and data corruption.**

#### **12. Disclaimer of Warranty**

TruMark Financial makes no warranty of any kind whether express or implied with regard to the software or system used to post, maintain, send, or access the documents, or the email notifications and we do not warrant that the software, system, or the email notifications will meet your specific requirements nor that they are free from viruses. We disclaim any and all implied warranties, including, but not limited to implied warranties of merchant ability and fitness for a particular purpose.

### **13. Limitation on Liability; Indemnification**

Except as required by law or in cases of TruMark Financial's own gross negligence or intentional misconduct, neither TruMark Financial nor any of its software or service providers will be responsible for any losses, liability, property damage or bodily injury that you or any third person may suffer or incur arising out of or related to this agreement, whether caused by viruses, failure, disruption or delay in posting, maintaining, sending or receiving documents or e-mail notification, action, omission, negligence, faulty operation or other defect relating to the equipment, software, TruMark Financial, any software or service providers, or by the operation or effect of Internet browsers, or their providers, or by Internet service or access providers or by online service providers or by an agent or subcontractor of the foregoing. Nor shall we or any service providers be responsible for any direct, indirect, special or consequential, economic, punitive, or indirect damages or loss arising in any way out of this agreement, even if we have been advised of the possibility of such damages or loss.

### **14. Notice of Errors/Unauthorized Access**

Review your Statements carefully. Each e-mail notification will contain a link to your Statement and to the accompanying disclosures. The disclosures contain important information, including error notification procedures and time periods. The time period for notifying us of any error begins on the date we send the e-mail notification to you, whether or not you receive and/or open the e-mail or the Statement. It is important to check your e-mail at least daily and your Statements regularly. If you believe that your e-mail or any other document has been lost, intercepted, misdirected, or is otherwise not being received by you, notify us immediately in any of the following ways: e-mailing us at [estatements@trumark.org](mailto:estatements@trumark.org); calling us at 215-953-5300; or writing to us at:

TruMark Financial Credit Union  
E-statement Department  
1000 Northbrook Drive  
Trevose, PA 19053

You agree to take reasonable steps to protect your computer terminal, your Internet Teller account and password and Your e-mail account from unauthorized access.

### **15. Governing Law; Severability**

This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and applicable federal laws and regulations. A determination that any part of this Agreement is unenforceable shall not affect the remainder of this Agreement.

### **16. Other Terms**

In addition to this Agreement, you and TruMark Financial remain bound by your Deposit Agreements and Disclosures, TruMark Financial's Internet Teller Agreement and Disclosures, TruMark Financial's By-Laws, TruMark Financial's Rules and Regulations, any applicable state or federal law and any other rules or agreements provided to you in connection with any other transactions with us. All of TruMark Financial's rights and remedies under this Agreement are cumulative and in addition to any rights or remedies provided under the foregoing. In the event of a conflict between the terms of this Agreement and any other agreement between you and

TruMark Financial, the terms of this Agreement shall apply.

**17. Contact Information**

Should you have any questions regarding this Agreement or the electronic document service, please contact us in one of the following ways: by e-mailing us at [estatements@trumark.org](mailto:estatements@trumark.org); calling us at 215-953-5300; or writing to us at:

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