



Electronic Documents and eStatements Agreement and Consent ("Agreement")

By accepting this Agreement, you ("you," "your," "Member") agree and consent to the electronic transmission, access, or viewing of 7 17 Credit Union ("we," "us," "our," "Financial Institution") online documents and disclosures. The eStatements Web Site ("Service") is an online eStatements and electronic document viewing product ("System") provided by 7 17 Credit Union and its Licensor, Diamond. Accepting this disclosure (by clicking "I Agree" below) will discontinue mail delivery of your 7 17 Credit Union account related documents that we provide electronically. Alternatively, you will receive an email notification each time a document is available online.

The Electronic Signatures in Global and National Commerce Act ("E-SIGN") gives consumers certain rights if they elect to receive consumer statements, notices and disclosures in electronic form. You may not consent to receive electronic disclosures until we have provided you with this notice, which explains your rights under E-SIGN. You must read and accept the terms and conditions outlined herein (by clicking "I Agree" below) before you receive your 7 17 Credit Union documents electronically. Please read this notice carefully, and contact us if you have any questions.

By accessing or using the Service, you agree to be bound by the terms and conditions contained herein. If you do not accept the terms and conditions of this Agreement, you may not access or use the Service. The Financial Institution may modify this Agreement from time to time, and such modifications shall be effective immediately upon posting of the modified Agreement. By continuing to access or use the Service following such modifications, you agree to be bound by the modified Agreement.

Information. We are providing you with access to various types of information through the Service which may include, without limitation, your account and other financial information directions (the "Information") solely for your own use and not for further redistribution. The Information is the Financial Institution's property and is protected by applicable law. We reserve any rights not expressly granted herein. The Financial Institution does not warrant or guarantee such accuracy or timeliness.

The types of account related documents you consent to receive electronically include, but are not limited to:

- Member Account Statements
- Annual Tax Statements
- Credit Card Statements
- Escrow Annual Statement
- Deposit and Loan Account Related Notices
- Loan Billing Statements
- General Account Notices, which may include, but are not limited to:
 - 7 17 Credit Union Privacy Policy
 - 7 17 Credit Union Service Charge Schedule
 - Changes in Terms
 - Billing Error Rights

The credit union may electronically deliver other documents not on this list or may discontinue delivering electronic documents on this list at our discretion.

Availability/Interruption. The Service and System are available through your Equipment or Computer when it has an active connection to the Internet. The Service is subject to transmission limitation or interruption. You acknowledge and agree that we are not responsible for performance degradation and delays due to conditions on the Internet or due to the Equipment, your Computer or actions of the Content or Technology Providers. You acknowledge that the Financial Institution shall not be liable to you if the Service in a given location is not available. If the Service is not available within your intended location, you agree that your sole remedy shall be to terminate this Agreement.

Password and Security for Direct Access Users. Direct Access users are individuals who have been issued a username and password to access 7 17 Credit Union e-Statements without the use of Networth24 Online Banking. Direct Access users will need to use the login link located on our website to view their eStatements. After the initial login, the Service will be accessible through a password chosen by you. You agree not to give or make available your password to any unauthorized individuals. If you believe that your password has been lost or stolen or that someone may attempt to use your password without your consent, you must notify the Financial Institution at once. Direct Access is not an option for users enrolled in Networth24 online banking. New users are required to enroll and view their eStatements using NetWorth24 online banking.

Use of Service/Equipment. You must not restrict or inhibit any other user from using the Service. You may not use the Service to send any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, threatening, offensive, or otherwise objectionable information of any kind. You may not use the Service to conduct any illegal activity or solicit the performance of any illegal activity, including without limitation the U.S. export control laws and regulations.

Consent to Electronic Contracting. You also agree that the Financial Institution may make agreements with you concerning the Service by electronic means. All agreements entered into by electronic means will be deemed valid, authentic and shall have the same legal effect as agreements entered into on paper. You will be deemed to have received any electronic messages sent to you if such messages are sent to the latest e-mail address you have provided to the institution. You further agree that electronic copies of communications are valid as "originals" and you will not contest the validity of the electronic copies, absent proof of altered data or tampering. This consent to the use of electronic agreements and communications shall apply to all agreements and communications made in conjunction with this agreement and the Service.

Consent to Electronic Disclosures. If you agree by clicking "I Agree" below, you will receive communications and disclosures from the Financial Institution regarding the Service only in electronic form (not in paper) and you agree not to circumvent receiving any messages. At no time does a paper communication sent from the Financial Institution alter this agreement. You promise to inform us promptly in writing of any change in your e-mail address or your U.S. Mail address. You may choose to receive a copy of this Agreement and any other related communications in paper format, and you have the right to withdraw your consent to entering into electronic agreements and receiving electronic communications and disclosures; however, paper format may not always be available and, if available, may be subject to fees.

How to Withdraw Consent and Update Contact Information. **You have the right or option to have consumer disclosures, notices, and statements provided to you in paper form.** You may withdraw your consent for the provision of electronic disclosures, notices, and statements at any time. This consent to receive disclosures applies to all consumer disclosures, notices and statements provided to you by the Credit Union. If you do withdraw your consent, consumer disclosure, notices, and statements will be provided to you in paper form. Please check the Credit Union's [Service Charge Schedule](#) for any fees associated with receiving these documents, or copies of these documents, in paper form.

To withdraw your consent for electronic documents: On the eStatements Home Page, choose "Settings," then "Change Opt-In Preferences," and then select "Paper Statements" for any document types you would like to receive as paper. You can also send an email request to eStatements@717cu.com.

To update your email address: If you change your e-mail address or it is disabled for any reason, it is your responsibility to notify us so that we may change the location to where we send your notifications when

eStatements or disclosures become available for viewing. If you have not already supplied 7 17 Credit Union with your current email address, are unsure of what is on record, or wish to update your email address, you can log in to online banking, select "My Settings" to verify or edit your email address or in the mobile app, select "More" and "Settings" to verify or edit your email address. If you do not have access to online banking, you may update your email address by going to the eStatements Home Page and choosing "Settings" then "Email Address" and enter your new email address twice (for confirmation).

Hardware and Software Requirements. In order to consent to the electronic delivery and receipt of consumer disclosures, notices, statements, and any other documents that would otherwise be provided to you in paper form, you will need the following hardware and software requirements: you must have a personal computer equipped with a 128-bit JavaScript enabled Browser, Internet access, and a valid e-mail account supported by software to enable you to receive e-mail messages. In order to store agreements and communications made electronically, you need to have a printer connected to your computer so that you can print such agreements or communications, or you need to have a hard drive or disk drive to download such agreements or communications electronically. View our current list of [operating system and browser requirements](#). By clicking "I Agree" below you hereby attest that you have the required computer hardware and software to access the software and service.

Charges. As a customer of the Service, you will not be charged by the Financial Institution for receiving an eStatement electronically. As part of the Service, the Financial Institution will provide a history of prior month's statements for you to review and print as needed (36 months of history will be available as your statements and notices accumulate). There may be a charge for additional transactions, including a request for a paper copy of your statement from the Financial Institution, and other optional services.

Error Resolution Notice. If you feel there is an error on your statement, please read our [Error Resolution Notice](#) for information or contact the Credit Union directly.

EXCLUSION OF WARRANTIES. THE FINANCIAL INSTITUTION IS PROVIDING THE SERVICE "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE. THE FINANCIAL INSTITUTION DOES NOT WARRANT THAT THE SERVICE IS ERROR-FREE, OR THAT ACCESS TO AND USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

LIMITATION OF LIABILITY. IN NO EVENT SHALL THE FINANCIAL INSTITUTION OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE SERVICE, WHETHER INCURRED BY YOU OR ANY THIRD PARTY, EVEN IF THE FINANCIAL INSTITUTION OR ITS LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OR MAY OTHERWISE KNOW OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY LIABILITY IS IMPOSED ON THE FINANCIAL INSTITUTION, ITS LICENSORS OR SUPPLIERS, THE FINANCIAL INSTITUTION AND ITS LICENSORS OR SUPPLIERS TOTAL LIABILITY TO YOU OR ANY THIRD PARTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE SERVICE.

Some jurisdictions prohibit exclusion or limitation of liability for implied warranties or consequential or incidental damages, so the above limitation may not apply to you. You may also have other legal rights that vary from jurisdiction to jurisdiction.

THE FOREGOING SHALL CONSTITUTE THE FINANCIAL INSTITUTION'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY HEREUNDER.

Assignment. You may not assign this Agreement to any other party. The Financial Institution may assign this Agreement to any future, directly or indirectly, affiliated company. The Financial Institution may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

General. This Agreement is governed and shall be construed in accordance with the laws of the State of Ohio, excluding its choice of law rules. This Agreement constitutes the entire agreement and supersedes any prior agreements or understandings, oral or written, between The Financial Institution and you concerning the Service and may only be amended in a writing signed by both parties. Failure or delay in enforcing any right or provision of this agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this Agreement shall be held to be unenforceable that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect.

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