

eCommunications Agreement

eStatements

The following provisions constitute an amendment to the Rules and Regulations (the "Rules") of United Federal Credit Union (hereinafter referred to as "we", "our", "us", and "Credit Union") concerning notices concerning accounts, including time deposits, maintained by any individual, corporation, partnership, association, or other legal entity (herein referred to as "you", "yours", and "Depositor").

1. ELECTION AND AUTHORIZATION FOR ELECTRONIC DELIVERY By enrolling in eStatements, you elect and authorize us, at our discretion, to electronically deliver your account statement(s). If there is more than one Depositor that is a party to the account, notice to any one Depositor will be effective for all. Once you are enrolled in eStatements, we will discontinue mailing of all statements via the United States Postal Service. This agreement pertains to all statements: Monthly member statement, Quarterly member statement, and all Visa account statements. United Federal Credit Union will document and archive all statements to ensure future availability whether produced electronically or in print.

2. SECURITY MEASURES We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronically delivered notices. The Credit Union will "prenote" your e-mail address by sending you an activation code and require you to enter this code to initiate our CUAAlerts service. Our security consists of 128-bit encryption of the data to protect it while in transit over the Internet.

You understand that these industry standards are dynamic and constantly developing. By enrolling in CUAAlerts and/or eStatements you acknowledge and understand that there are risks to electronic delivery of account notices, including, but not limited to, delay or failure of delivery due to technical difficulties, weather conditions (including but not limited to sun spots), and matters beyond our reasonable control. By enrolling in CUAAlerts, you represent that you have considered our security measures and find that our security measures are commercially reasonable. If you conclude that our security procedures cease to be commercially reasonable in the future, you must terminate this agreement immediately in accordance with paragraph 8 below.

3. EMAIL ADDRESS We will send your account alerts to the email address provided and verified by you (as per the requirements of the set-up process). You agree to maintain a current email address. You agree that your failure to provide a good email address is the lack of ordinary care on your part. **THE CREDIT UNION SHALL HAVE NO OBLIGATION OR LIABILITY TO ANY OF THE PARTIES TO A MULTIPLE-PARTY ACCOUNT IF THE EMAIL ADDRESS IS CHANGED BY ONE OF THE PARTIES.**

4. CHANGING YOUR PASSWORD If you would like to change your password, click on the 'More' button in the PowerLink menu, click on the 'Change Password' button and follow the prompts. **THE CREDIT UNION SHALL HAVE NO OBLIGATION OR LIABILITY TO ANY OF THE PARTIES TO A MULTIPLE-PARTY ACCOUNT IF THE PASSWORD IS CHANGED USING THE PROCEDURES SET FORTH ABOVE.**

You agree that the Credit Union has no control as to the persons who have access to your personal computer and your password once it is in your possession. The Credit Union will not be liable for any unauthorized access to your personal computer using your password. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your personal computer or unauthorized use of your password.

5. DISCLAIMER OF WARRANTY We make no warranties of any kind with respect to the software program and we do not warrant that the software program will meet your specific requirements. We make no warranties of any kind, whether express or implied, with respect to the use and adequacy of the software program we

provide under this agreement. We disclaim any and all implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

6. PROMPT REVIEW OF ESTATEMENTS Your eStatement will be dated the day the eStatement is sent to you by email (the "email Date"). You must promptly review your eStatement and any accompanying items and notify us in writing or via email at united@unitedfcu.com (within the applicable time periods specified in the disclosure included with your eStatement) of any errors. If you allow review of your statements by someone other than yourself, you must still review the statement for any errors. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the email Date regardless of when you receive and/or open the eStatement.

7. LIABILITY; INDEMNIFICATION Notwithstanding any provision to the contrary contained in this agreement, we shall be responsible only for performing the CUAAlerts service as expressly provided for in this agreement. We shall be liable only for material losses which are the direct result of our own negligence or intentional misconduct in performing the CUAAlerts service. We shall have no liability for failure to perform any CUAAlerts service or for any disruption or delay in performing CUAAlerts 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 electric power, computer equipment, telecommunications systems, your ISP, or weather conditions. We shall have no liability for any consequential, special, punitive damages or indirect loss under any circumstances. Except to the extent that we are liable under this agreement, you agree to indemnify and hold us and our directors, officers, employees and agents harmless from all claims, demands, judgments, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with the performance of the CUAAlerts service. You agree that this indemnification shall survive the termination of this agreement.

8. TERMINATION/AMENDMENT This Agreement shall remain in full force and effect until it is terminated by either party. We have the right to terminate this Agreement immediately, with or without cause, or if you fail to comply with the terms of this Agreement or any other agreement which you may have with us or any applicable rule or regulation which may govern your account(s), including the Rules. If we terminate this Agreement for any of these reasons, such termination shall be effective immediately without written notice.

9. GOVERNING LAW/JURISDICTION/SEVERABILITY This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan and any applicable Federal laws and regulations. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

eLetters

The following provisions constitute an amendment to the Rules and Regulations (the "Rules") of United Federal Credit Union (hereinafter referred to as "we", "our", "us", and "Credit Union") concerning electronic delivery of Letters and notices concerning accounts, including time deposits, maintained by any individual, corporation, partnership, association, or other legal entity (herein referred to as "you", "yours", and "Depositor"). To the extent there is any conflict between any Letter made in this eLetters Supplemental Agreement (the "Agreement") and the Rules, this Agreement shall control.

1. ELECTION AND AUTHORIZATION FOR ELECTRONIC DELIVERY By signing the eLetters Enrollment Form, you elect and authorize us, at our discretion, to electronically deliver your account Letter(s) and notices that we are required to provide to you under applicable Federal and State statutes and their implementing regulations, as amended from time to time, including: Truth in Lending Act Truth in Savings Act Fair Credit Reporting Act Electronic Funds Transfer Act Home Mortgage Disclosure Act Fair Housing Act Equal Credit Opportunity Act Consumer Leasing Act National Credit Union Act Credit Unioning Act. Other Federal and

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

2. SECURITY MEASURES We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronically delivered account Letter(s) and notices. Upon your election of the eLetters service, the Credit Union will "prenote" your e-mail address by sending you a test e-mail and requiring you to reply to us prior to initiating our eLetters services. Our security consists of 128-bit encryption of the data on the eLetters to protect it while in transit over the Internet. Subject to Paragraph 7 below, once you receive and open an eLetter, it is decrypted by use of a software program we will provide to you and a unique password until such time that you exit the eLetter, when it is once again encrypted at the 128 bit level and password protected. **YOU UNDERSTAND THAT THESE INDUSTRY STANDARDS ARE DYNAMIC AND CONSTANTLY DEVELOPING. BY SIGNING THE ENROLLMENT FORM FOR eLetters, YOU ACKNOWLEDGE AND UNDERSTAND THAT THERE ARE RISKS TO ELECTRONIC DELIVERY OF ACCOUNT LETTER(S) AND NOTICES, INCLUDING, BUT NOT LIMITED TO, DELAY OR FAILURE OF DELIVERY DUE TO TECHNICAL DIFFICULTIES, WEATHER CONDITIONS (INCLUDING BUT NOT LIMITED TO SUN SPOTS), MATTERS BEYOND OUR REASONABLE CONTROL OR INTERCEPTION AND/OR ALTERATION OF SUCH ACCOUNT LETTER(S) AND NOTICES BY THIRD PARTIES IN SPITE OF THE CREDIT UNION'S COMMERCIALY REASONABLE SECURITY MEASURES. BY SIGNING THE ENROLLMENT FORM FOR eLetters, YOU REPRESENT THAT YOU HAVE CONSIDERED OUR SECURITY MEASURES AND FIND THAT OUR SECURITY MEASURES ARE COMMERCIALY REASONABLE. IN REACHING THIS CONCLUSION, YOU HAVE CONSIDERED THE HISTORICAL AND POTENTIAL FUTURE CONTENT OF YOUR ACCOUNT LETTER(S), THE RISKS ASSOCIATED WITH ELECTRONIC DELIVERY OF ACCOUNT LETTER(S) AND OUR SECURITY PROCEDURES. IF YOU CONCLUDE THAT OUR SECURITY PROCEDURES CEASE TO BE COMMERCIALY REASONABLE IN THE FUTURE, YOU MUST TERMINATE THIS AGREEMENT IMMEDIATELY IN ACCORDANCE WITH PARAGRAPH 10 BELOW.**

3. YOUR COMPUTER'S SPECIFICATIONS In order to receive eLetters services, your computer hardware, software and your Internet service provider ("ISP") must meet the following specifications: Pentium Class Computer 32 MB RAM 200 MB Free Disk Space Windows 95, 98 or NT 4.0 Operating System ISP Allows E-mail Attachments Up To 500 KB

4. E-MAIL ADDRESS We will send your account alerts and periodic account Letter(s) to you via e-mail to the last known e-mail address provided and verified by you (as per the requirements of the set-up process). You agree to notify us promptly in writing (by letter sent via U.S. Mail) of any change of your e-mail address. For your protection and for security purposes, we will not accept any change of e-mail address notices via e-mail or telephone. If you have not notified us in writing of any change to your e-mail address, you agree that your failure to provide us with a good e-mail address is the lack of ordinary care on your part. If we become aware that you are not receiving your eLetter(s) and notices, we will send your eLetter(s) and notices to you via U.S. Mail to your last address known to us. If you have a "multiple-party account" as defined in the Rules, your e-mail address may be changed using the procedure described above by any authorized party to your account. **THE CREDIT UNION SHALL HAVE NO OBLIGATION OR LIABILITY TO ANY OF THE PARTIES TO A MULTIPLE-PARTY ACCOUNT IF THE E-MAIL ADDRESS IS CHANGED USING THE PROCEDURES SET FORTH ABOVE.**

5. PROMPT REVIEW OF eLetters Your eLetter will be dated the day the eLetter is sent to you by e-mail (the "E-mail Date"). You must promptly review your eLetter and any accompanying items and notify us in writing or via e-mail at united@unitedfcu.com (within the applicable time periods specified in the Rules) of any error, unauthorized signature, lack of signature, alteration or other irregularity. If you allow someone other than you to

review your Letters, you must still review the Letter for any errors, unauthorized signatures, lack of signatures, alterations, or other irregularities because you will be 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 Letter(s) shall begin on the e-mail date regardless of when you receive and/or open the eLetter.

6. **CHANGING YOUR PASSWORD** If you would like to change your password, you must notify us in writing (by letter sent via U.S. Mail) to request the password change. For your protection and for security purposes, we will not accept any change of password notices via e-mail or telephone. The procedure for changing your current password is to simply set forth in a letter your current password, which we will then verify, and clearly set forth your new password. We will notify you via e-mail to verify the change to your new password. If you have a "multiple-party account" as defined in the Rules, your password may be changed using the procedure described above by any authorized party to your account. **THE CREDIT UNION SHALL HAVE NO OBLIGATION OR LIABILITY TO ANY OF THE PARTIES TO A MULTIPLE-PARTY ACCOUNT IF THE PASSWORD IS CHANGED USING THE PROCEDURES SET FORTH ABOVE.** You agree that the Credit Union has no control as to the persons who have access to your personal computer and your password once it is in your possession. The Credit Union will not be liable for any unauthorized access to your personal computer using your password. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your personal computer or unauthorized use of your password.

7. **DISCLAIMER OF WARRANTY** WE MAKE NO WARRANTIES OF ANY KIND WITH RESPECT TO THE SOFTWARE PROGRAM USED TO ACCESS THE eLetters SERVICES, AND WE DO NOT WARRANT THAT THE SOFTWARE PROGRAM OR THAT eLetters SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE USE AND ADEQUACY OF THE SOFTWARE PROGRAM OR THE eLetters SERVICES WE PROVIDE UNDER THIS AGREEMENT. WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. **NOTICE OF UNAUTHORIZED ACCESS** If you believe your eLetter is lost or that someone has obtained access to your eLetter without your permission, call us at (888) 982-1400 or write us at United Federal Credit Union, PO Box 225, St. Joseph, MI 49085.

9. **LIABILITY; INDEMNIFICATION** NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE eLetters SERVICES AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. WE SHALL BE LIABLE ONLY FOR MATERIAL LOSSES WHICH ARE THE DIRECT RESULT OF OUR OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT IN PERFORMING THESE eLetters SERVICES. WE SHALL HAVE NO LIABILITY FOR FAILURE TO PERFORM ANY eLetters SERVICES OR FOR ANY DISRUPTION OR DELAY IN PERFORMING eLetters SERVICES 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 ELECTRIC POWER, COMPUTER EQUIPMENT, TELECOMMUNICATIONS SYSTEMS, YOUR ISP, OR WEATHER CONDITIONS. WE SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES OR INDIRECT LOSS UNDER ANY CIRCUMSTANCES. EXCEPT TO THE EXTENT THAT WE ARE LIABLE UNDER THIS AGREEMENT, YOU AGREE TO INDEMNIFY AND HOLD US AND OUR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS, DEMANDS, JUDGMENTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THESE eLetters SERVICES. YOU AGREE THAT THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. **TERMINATION/AMENDMENT** This Agreement shall remain in full force and effect until it is terminated by either party upon thirty (30) days' prior written notice to the other party. We also have the right to terminate

this Agreement immediately, with or without cause, or if you fail to comply with the terms of this Agreement or any other agreement which you may have with us or any applicable rule or regulation which may govern your account(s), including the Rules. If we terminate this Agreement for any of these reasons, such termination shall be effective on the effective date specified in a written notice mailed to you, and not on the date when the notice is mailed or received. Any amendment or revision to this Agreement must be executed in writing by an authorized party to your account and attached to our copy of the Agreement as well as noted in our account records.

11. GOVERNING LAW/JURISDICTION/SEVERABILITY This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan and any applicable Federal laws and regulations. You irrevocably submit to the jurisdiction of any Federal or State court sitting in the State of Michigan for any action that you bring and agree that, in any action brought under this Agreement, venue shall be placed in Berrien County. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

12. ARBITRATION THIS AGREEMENT INCORPORATES BY REFERENCE THE TERMS AND PROVISIONS OF AN ARBITRATION AGREEMENT LOCATED IN THE RULES, WHICH GOVERNS ACCOUNTS AND OTHER AGREEMENTS AND SERVICES OFFERED BY THE CREDIT UNION AND PURSUANT TO WHICH THE DEPOSITOR AND THE CREDIT UNION AGREE, UPON THE REQUEST OF THE DEPOSITOR OR THE CREDIT UNION, TO SUBMIT TO MANDATORY BINDING ARBITRATION ANY "DISPUTE" AS THAT TERM IS DEFINED IN THE RULES.