

ELECTRONIC STATEMENT AGREEMENT

Agreement – This Agreement, is a contract that establishes the rules that cover your access to electronic statements of your accounts at Firestone Federal Credit Union (“Credit Union”) through the Electronic Account Statement System (the “System”), provided to the Credit Union by Bridgestone/Firestone Information Services, a division of Bridgestone Americas Holding, Inc. (“BFIS”). By using the System, you accept all the terms and conditions of this Agreement. Please read it carefully. Agreements and disclosures for each deposit account, loan or other relationship with your Credit Union continue to control the terms and conditions of those relationships.

This Agreement is also subject to applicable federal laws and the laws of the State of Ohio (except to the extent this Agreement can and do vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other subsequent default or breach. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

Definitions – As used in this Agreement, the words “we”, “our”, “us”, and “Credit Union” mean Firestone Federal Credit Union. “You” and “your” refer to the accountholder authorized by us to use the System under this Agreement and anyone else authorized by that accountholder to access the accounts at the Credit Union. “Services” means the services provided pursuant to this Agreement. “Business days” means Monday through Friday. Holidays are not included.

Access – To use the system, you must have at least one deposit account at the Credit Union, access to Internet services, and an e-mail address, you must have filled out an Electronic Statement Authorization Form, agreed to this Agreement and must have been authorized by the Credit Union. Once we have received your signed Electronic Statement Authorization Form, and verified your account information, we will send you, either by e-mail or by postal mail, confirmation of our acceptance of your enrollment, along with your assigned log-in ID and temporary password. The System can only be used to access your accounts at the Credit Union that have been designated for electronic statement by you and approved by the Credit Union. You can add or delete any of your accounts at the Credit Union from this Agreement by completing a new Electronic Statement Authorization Form. Access to the statements of your accounts through the System will be based upon the identification of users and authority levels specified by you in your Enrollment Form. We undertake no obligation to monitor access through the System to determine that such access is made by you or on your behalf. In order to access your statement, you must have Adobe Acrobat Reader, Java Script must be enabled and you enable pop-ups from the following website: <https://www.cos8twiz.com>.

Services – You can use the System to view the monthly statement of your Credit Union accounts. The system does not allow you to transfer funds or otherwise directly access your Credit Union accounts. The Statements are updated monthly, balance and activity information are current as of the close of business on the date stated on the statement. By using the System you agree that we may hold delivery of the printed account statements that you had previously received, provided that we will send you a printed account statement, at any time, upon request to us. Additionally, you agree to pick up the Annual Billing Rights Statement and Billing Error Resolution information electronically each year. Finally, you agree to electronically view any changes in disclosures, election information or updates to the Credit Union products, services or fees and opt out of the requirement for receiving this information by mail. You agree to accept the Electronic Account Statements available through the System as your account statements. Should you opt to receive e-statements only, please be advised that you may be mailed one paper statement each year.

Compliance with Laws – You agree that you will use the System, the Services and Services Web Site, only for your own proper business and/or personal use in accordance with all applicable Federal, State, and Local laws and regulations and communications common carrier tariffs, and in accordance with the terms and conditions of this Agreement and any other conditions, rules, and regulations which may be established or specified by the Credit Union or BFIS from time to time and as may be set forth in any manuals, material, documents, or instructions furnished by us to you or posted on the Services Web Site (the “System Rules”). You will ensure compliance with the System Rules by all users, whether or not authorized, under your account. The Credit Union reserves the right to take all actions, including termination of Services pursuant to this Agreement, which it reasonably believes, at its sole discretion, to be necessary to comply with applicable laws, regulations, tariffs, and the System Rules as described above. Upon your request, the Credit Union will provide you with a copy of the current conditions, rules and regulations.

Hours of Access – You can use the System seven days a week, twenty-four hours a day, although some or all of the System may not be available occasionally due to emergency or scheduled maintenance to the System. We agree to post notice of any extended periods of non-availability on the Services Web Site.

Website Access – The Credit Union or BFIS may adopt from time to time mechanical or electronic methods, codes, or software registration keys and rules (“Security Process”), that Credit Union or BFIS deems necessary to control unauthorized use of the Services Web Site, or use of and access to the Services. The Services Web Site may only be used with a Security Process and System Rules that the Credit Union provides to you.

Your Password – For security purposes, you are required to change your password upon your initial login to the System. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to the System will be revoked. To re-establish your authorization to use the System, you must contact us to verify your assigned login I.D. and obtain a new temporary password. Upon re-entry to the System, you will be asked to re-establish a new password.

We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

Security – You understand the importance of your role in preventing unauthorized access of your accounts, and you agree to promptly examine your monthly statement for each of your accounts as soon as it is available to you through the System. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver’s license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized access to your account statements. Notwithstanding our efforts to insure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the System, or e-mail transmitted to and from us, will not be monitored or read by others.

Fees – The Credit Union will not charge you a fee for accessing your accounts through the System.

Links – From time to time, the Services Web Site may contain links from the site to other Internet sites or resources external to the Services Web Site (“Links”). You agree that neither the Credit Union nor BFIS is responsible for the availability, performance or any information of such external sites or resources.

Change in Terms – We may change any term of this Agreement at any time. If the change would result in a fee for the System or the Services, or increased liability for you we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or the System. We will post any required notice of the change in terms on the Services Web Site or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or the System, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the System or the Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

Confidentiality – We will disclose information to third parties about your accounts (i) in order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information, or (ii) if you give us written permission. By using the System, you give us permission to disclose information about your account, and any related data, to BFIS.

In Case of Errors or Questions about Your Accounts – If you think your account, the online information, or paper statement is wrong, or if you need more information about your accounts, contact us immediately.

Contact in Event of Unauthorized Access – If you believe your password has been lost, stolen, used without your authorization or otherwise compromised, or if someone has access to your accounts without your permission, telephone us at 234-352-1100 or 888-740-8351, write us at 31 Hanna Parkway, Akron, OH 44319 or e-mail us at www.fofcu3@neo.rr.com as soon as you can.

Disclaimer of Warranty and Limitation of Liability – ACCESS TO AND USE OF THE SYSTEM, THE SERVICES AND THE SERVICES WEB SITE IS PROVIDED TO YOUR “AS IS” AND ON AN “AS AVAILABLE” BASIS. ALL RISKS PERTAINING TO THE RESULTS, PERFORMANCE AND USE OF THE SYSTEM, THE SERVICES AND THE SERVICES WEB SITE ARE ASSUMED BY YOU. NEITHER THE CREDIT UNION NOR BFIS MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SYSTEM NOR THE SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. NEITHER THE CREDIT UNION NOR BFIS WARRANTS THAT THE SYSTEM WILL OPERATE WITHOUT ERRORS, OR THAT ANY OR ALL THE SERVICES WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT NEITHER OUR NOR BFIS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS ARE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT OR BY REASON OF YOUR USE OR ACCESS TO THE SYSTEM, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY.

YOU AGREE THAT BFIS MERELY PROVIDES A VENUE TO YOU AND THE CREDIT UNION TO ACCESS INFORMATION GENERATED BY THE CREDIT UNION AND THAT BFIS MAKES NO WARRANTIES OR REPRESENTATIONS AND SHALL HAVE NO LIABILITY OF ANY KIND FOR THE INFORMATION PROVIDED THROUGH THE SYSTEM.

Proprietary Rights – All logos, service marks, trade names and trademarks contained within the Services Web Site are the sole property of BFIS or the Credit Union. It is prohibited for anyone to use such trademarks without prior written consent.

Your Right to Terminate – You may cancel your access to the System at any time by providing us with written notice by postal mail or fax. Your access to the System will be suspended within 3 business days of our receipt of your instructions to cancel the service.

Our Right to Terminate – You agree we can terminate or limit your access to the System for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your Credit Union accounts. Access to the System may be reinstated, at the sole discretion of the Credit Union, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon 3 business days notice, if you do not contact us to designate a new Primary Account immediately after you close your Primary Account.
3. Upon reasonable notice, for any other reason at our sole discretion.

Effect of Termination – Upon termination of this Agreement, for any reason, the Credit Union will revoke all Security Processes distributed to you, and you will cease using the System, the Services and the Services Web Site. Credit Union will retain archival information regarding transactions on the Services Web Site for thirty (30) days.

Assignment – You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third party or parties. This Agreement is binding upon your heirs.