

Heartland Credit Union (HCU) eStatement and eAlerts Supplemental Agreement

The following provisions constitute an amendment to the Rules and Regulations of Heartland Credit Union (referred to as “we”, “our”, “us”, and “credit union”) concerning electronic delivery of statements and alerts concerning accounts, including time deposits, maintained by any individual, corporations, partnership, association, or other legal entity (referred to as “you”, “yours”, and “depositor”). To the extent there is any conflict between any statement made in this eStatements and eAlerts Supplemental Agreement (the “Agreement”) and the Rules, this Agreement shall control.

1. ELECTION AND AUTHORIZATION FOR ELECTRONIC DELIVERY

By choosing the eStatements and eAlerts option, you affirmatively consent and agree to permit the credit union to make disclosures, provide account statements, and provide notices to you in electronic form, in lieu of providing such notices and disclosures in written form.

Your eStatements and eAlerts will be viewable within HCU Online banking which you can login to at <http://www.hcu.coop> . To access HCU Online banking you must provide your account number and password. We encourage you to change your password periodically to ensure the security of your personal information. An archive of 24 months of eStatements and 90 days of eAlerts will be kept on our website. However, it is your responsibility to print or save your eStatements and eAlerts for future reference. It is also your responsibility to review these eDocuments for errors or unauthorized activity and report them according to the terms and conditions set forth in our truth-in-savings disclosures which you received when opening your account(s).

You will be notified via email when your eStatement is ready to be viewed. To be notified, you must provide an accurate, active email address within HCU Online banking.

If you need a copy of a statement that is not available in the eStatement archive you can request it by calling us at (800) 428-8472 or emailing us via our website at <http://www.hcu.coop> . There is a fee for each requested statement. Consult our current fee schedule for the amount of this fee.

Your consent and agreement shall relate to all forms of disclosures and notices required under applicable law as a result of the various agreements between you and the credit union and shall remain valid until such time as you exercise your right to revoke this consent. You elect and authorize us, at our discretion, to electronically deliver your account statement(s) and notices that we are required to provide 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
- Fair Housing Act
- Equal Credit Opportunity Act

- Consumer Leasing Act
- Privacy Of Consumer Financial Information

Other Federal and State statutes may be enacted or amended in the future to provide for electronic delivery of account statements and notices. Your submission of the eStatements and eAlerts enrollment form also authorizes us, at our discretion, to provide electronic delivery of such statements and notices pursuant to these statutes after 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. E-MAIL ADDRESS

We will send a notice via e-mail letting you know that your eStatement is ready to be viewed Online. You agree to notify us promptly (by changing your e-mail address yourself within online banking or via letter sent by 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. If you have not notified us of any changes to your e-mail address, you agree that your failure to provide us with a good e-mail address is lack of ordinary care on your part. If we become aware that you are not receiving your notices, we will send your statement(s) to you via U.S. Mail to your last address known to us.

If you have a “joint account”, 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 JOINT ACCOUNT IF THE E-MAIL ADDRESS IS CHANGED USING THE PROCEDURES SET FORTH ABOVE.**

3. NOTICE OF UNAUTHORIZED ACCESS

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. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your personal computer.

If you believe your eStatement is lost or that someone has obtained access to your eStatement without your permission, call us at 620 669-0177 or 800-428-8472 or write the credit union at P.O. Box 1645 Attn: Online Services, Hutchinson, Kansas 67504-1645.

4. LIABILITY INDEMNIFICATION

NOT WITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE eSTATEMENT AND eALERT 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 INTERNAL MISCONDUCT IN PERFORMING THESE SERVICES. WE SHALL HAVE NO LIABILITY FOR FAILURE TO PERFORM ANY eSTATEMENT or eALERT SERVICE OR FOR ANY DISRUPTION OR DELAY IN PERFORMING THESE 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 SERVICES, YOU AGREE THAT THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

5. TERMINATION

You have the right to terminate the eStatement and eAlert service at any time by entering our online banking area (<http://www.hcu.coop>) and choosing the eStatement option. Or you can call us at (800) 428-8472.

IMPORTANT: IF YOU HAVE HCU eCHECKING, you will not be able to change your election for eStatements and eAlerts online.

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). You acknowledge and agree that the credit union may terminate your password and/or other access privileges and remove and discard any content without notice to you for any reason, including without limitation, if: (i) you do not use the Services for what the credit union, in its sole discretion deems to be an extended period of time; (ii) the credit union believes that you have violated any of these Terms and Conditions, (iii) you have otherwise acted or failed to act in any manner that the credit union deems objectionable.

6. NOTICE

The credit union may provide notice to you by e-mail or regular mail. The eStatement and eAlerts services may also provide notice of changes to the Terms and Conditions at any time and from time to time by displaying notices to you on pages of this Site. You understand and agree that the credit union may from time to time establish and revise practices and limitations concerning your use of the e-statements service.

eAlert Specific

By subscribing to eAlerts, you will receive a set of credit union defined, un-editable eAlerts that will replace any paper notices you currently may receive. You will also be able to set up self-defined eAlerts. You are solely responsible for the setup and maintenance of your own self-defined individual eAlerts, and may discontinue and edit your self-defined eAlerts as you see fit. Your Internet access and/or SMS (text) messaging carrier fees may apply.

eAlerts will be sent to the e-mail address you have provided as your primary e-mail address for Online Banking. You can choose to have eAlerts sent to other addresses including a mobile device that accepts SMS (text) messages. eAlerts may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any eAlerts.

We will not be liable for any delays, failure to deliver, or misdirected delivery of any eAlert; for any errors in the content of an eAlert; or for any actions taken or not taken by you or any third party in reliance on an alert. eAlerts are unencrypted. We will never include your password or full account number. However, eAlerts may include your name and some information about your accounts. Depending upon which eAlerts you select, information such as your account balance or the due date for your credit card payment may be included. Anyone with access to your e-mail will be able to view the contents of these eAlerts. Therefore, you are responsible for the security of your telecommunications equipment and must take all reasonable precautions to prevent anyone else from accessing any confidential information.

Revised 10/20/2014