

Statement Express (E-Statements) Usage Agreement

Tennessee Employees Credit Union's ("we" or "us") Statement Express service is provided in part with assistance from IntegraSys. We will use information collected from you only as necessary to assist in processing payments according to the terms set forth below. PLEASE READ THE FOLLOWING CAREFULLY. COPIES OF THESE TERMS ARE AVAILABLE UPON REQUEST BY WRITING US AT:

Tennessee Employees Credit Union
PO Box 198617
Nashville TN, 37217

1. Password Policy. Use of Statement Express requires both Logon information and a password. During the registration process for Statement Express, you must choose a unique Logon. Each User I.D. and corresponding Password can only be used by one individual or entity. Anyone with knowledge of both a Member's User I.D. And Password can gain access to Statement Express and the information that is available regarding your account. Accordingly, all Passwords must be kept secret. By agreeing to the terms and conditions of this Statement Express Usage Agreement, you agree to be solely responsible for the confidentiality and use of your Password, as well as for any communications entered on Statement Express using your Password.

As a condition of use, you must tell us **AT ONCE if you believe your Password has been lost or stolen. You may contact us by calling: 615-313-5585**

E-mail: estatement@tnecu.org

Tennessee Employees Credit Union reserves the right to reset any Passwords that may have been lost or stolen.

2. Use of Statement Express. By accepting the Statement Express Usage Agreement, you authorize your Tennessee Employees Credit Union statements to be delivered to you through Statement Express. Once you are accepted for enrollment in Statement Express you will **NO LONGER RECEIVE paper statements.**

A notification that your monthly statement is available will be sent to your e-mail address.

3. Confidentiality on Internet. Tennessee Employees Credit Union may collect your IP address, domain name and may request your e-mail address.

Tennessee Employees Credit Union will store and protect this information in the same manner we store and protect other personal Member information. We will only disclose information to third parties about your account:

- A. Where it is necessary for completing transactions with IntegraSys or
- B. In order to comply with a government agency or court orders, or
- C. If you give us your written permission.

We reserve the right to provide non-personal identifying information such as aggregate data to third parties.

4. Security of Site. Tennessee Employees Credit Union only collects personal information to serve its legitimate business purposes. We use standard security technology to protect personal information. We are not responsible for any breach of security or for the actions of any third parties that may obtain any personal information. Tennessee Employees Credit Union will not be responsible for any loss resulting from a cause over which it does not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes or natural disasters, strikes or other labor problems, wars or government restrictions. Users of Statement Express may review and correct personal information about them maintained by Tennessee Employees Credit Union by selecting the *User Profile* section of the Statement Express site. Use of Statement Express is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations. Although we have tried to create a secure and reliable service, the confidentiality of any communication transmitted over the Internet cannot be guaranteed. Accordingly, Tennessee Employees Credit Union and its affiliates are not responsible for the security of any information transmitted via the Internet. Actual or attempted unauthorized use of Statement Express may result in criminal and/or civil prosecution. For your protection, Tennessee Employees Credit Union reserves the right to view, monitor and record activity on Statement Express without notice or permission from you. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity on Statement Express. Tennessee Employees Credit Union will also comply with all court orders involving requests for such information.

5. Registration. When registering with Statement Express, you represent and warrant that:

- A. you are 18 years old or older;
- B. you are using your actual identity and that any information you provide to Statement Express is accurate and complete and
- C. your registration with Tennessee Employees Credit Union and use of Statement Express will not violate any local, state, national or international laws or regulations.

6. Other Terms and Conditions. The terms and conditions set forth here are for the Statement Express service. They do not change any tariffs or other regulations governing the terms and conditions pursuant to which Tennessee Employees Credit Union provides you financial and related services or the terms and conditions pursuant to which Tennessee Employees Credit Union provides you use of the Tennessee Employees Credit Union website. This Agreement shall be governed by the laws of the state in which you live at the time of the transaction, without regard to the choice of law or conflict of law rules thereof.

7. In Case of Errors or Questions About Your Electronic Statement. If you have any questions or comments regarding your statement, please contact us by calling:

615-313-5585

Or writing:

Tennessee Employees Credit Union
Attn: Statement Express Member Service
PO Box 198617
Nashville TN, 37217
E-mail: estatement@tnecu.org

8. Warranty. The foregoing shall constitute Tennessee Employees Credit Union's entire liability and your exclusive remedy. In no event shall Tennessee Employees Credit Union be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of the equipment, software, and/or this service.

9. Exclusions of Warranties. This service and related documentation are provided "as is" without any warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

10. Address Changes. You agree to promptly change your User Profile with updated e-mail address information when any address change occurs. These changes should be made within Statement Express.

11. Termination or Discontinuation. In the event you wish to discontinue this service, you must initiate de-enrollment within Statement Express or contact Member Service Center at 615-313-5585. We may terminate service to you at any time and/or revoke your right to use software. Neither termination nor discontinuation shall affect your liability or obligations under this Agreement.

12. Limitation. Your enrollment in this service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in this service, you agree that we reserve the right to obtain financial information regarding your account from a financial institution to resolve payment-posting problems.