

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

### 1. ELECTION AND AUTHORIZATION FOR ELECTRONIC DELIVERY

By submitting the e-statements enrollment form, you affirmatively consent and agree to permit the credit union to make disclosures and provide notices to you in electronic form, in lieu of providing such notices and disclosures in written form. 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	Fair Housing Act
Truth In Savings Act	Equal Credit Opportunity Act
Fair Credit Reporting Act	Consumer Leasing Act
Electronic Funds Transfer 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 e-statement 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. To revoke this consent or to request a paper copy of any electronic disclosure or notice provided pursuant to this consent, you must either call the credit union at 806-798-5554 or 800-687-4328 or write the credit union at P.O. Box 64970, Lubbock, Texas 79464-4970.

### 2. E-MAIL ADDRESS

We will send a notice via e-mail letting you know that your e-statement is ready to be viewed on Cu Online. 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. If you have not notified us in writing of any changes 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 notices, we will send your statement(s) 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 an 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.**

### 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 e-statement is lost or that someone has obtained access to your e-statement without your permission, call us at 806-798-5554 or 800-687-4328 or write us at Alliance Federal Credit Union, Attn: Online Services, P.O. Box 64970, Lubbock, Texas 79464-4970.

#### 4. LIABILITY INDEMNIFICATION

NOT WITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE E-STATEMENTS 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 E-STATEMENTS SERVICES. WE SHALL HAVE NO LIABILITY FOR FAILURE TO PERFORM ANY E-STATEMENTS SERVICES OR FOR ANY DISRUPTION OR DELAY IN PERFORMING E-STATEMENTS 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 E-STATEMENTS SERVICES, YOU AGREE THAT THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

#### 5. TERMINATION

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. 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 e-statement 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. You agree that the credit union shall have no liability for the deletion or failure to store any information, communications or other content maintained on this site or transmitted using the e-statements service.