



## **eStatement User Agreement Member FDIC**

Welcome to the OneUnited Bank eStatement Delivery Service. Our goal is to provide you with a free, convenient and environmentally friendly electronic version of your bank statements ("Periodic Account Statements" or "Account Statements" or "Statements") and other documents, disclosures and communications.

We need your consent to begin sending your Periodic Account Statements and other documents, disclosures and communications to you electronically. Once you provide this consent and we begin to send your documents electronically, we will no longer produce and mail a paper copy of your documents to you. For example, if you agree to receive your Periodic Account Statements electronically, we will no longer produce and mail a paper copy of your Periodic Account Statements including images of your cancelled checks. Therefore, please review the Agreement below prior to giving your consent and then click "AGREE" at the bottom of the Agreement if you would like to begin receiving your Periodic Account Statements and other documents, disclosures and communications electronically via our eStatement Delivery Service. (Please Note: OneUnited Bank is required to provide a Reg. E Statement to any savings account that has electronic activity during the month. This Reg. E Statement will not be delivered electronically. It will continue to be delivered by mail.)

**Definitions** - For the purposes of this eStatement User Agreement, "Agreement" shall refer to this User Agreement. "You", "your" and "user" refer to the accountholder or any other individual authorized to receive electronic delivery of Periodic Account Statements or other documents, disclosures and communications ("eStatements") under this Agreement. "We", "us", "our", and "Bank" refers to OneUnited Bank. "OnLine" refers to the OneUnited Bank Internet Banking and Bill Payment Service. "eStatement Delivery Service" or "the Service" refers to the OneUnited Bank eStatement Delivery Service. "Account" or "Accounts" refers to your deposit or loan accounts at OneUnited Bank.

**Agreement** -The eStatement Delivery Service is provided as a service of OnLine and therefore the OnLine Access Agreement (Personal and/or Business), whichever is applicable to you, will be considered the controlling Agreement for the eStatement Delivery Service.

This eStatement User Agreement is a contract that establishes the terms covering the electronic delivery of your Periodic Account Statements, or other documents, disclosures and communications ("eStatements") related to your accounts at OneUnited Bank through the eStatement Delivery Service. By using the eStatement Delivery Service, you agree to all of the terms and conditions of this Agreement and reaffirm your agreement with all of the terms and conditions of the OnLine Access Agreement (Personal and/or Business), whichever is applicable to you. You acknowledge your receipt of this Agreement and your prior receipt and agreement with the applicable OnLine Access Agreement and your understanding of the terms and conditions of both Agreements. Please read this Agreement carefully and review your OnLine Access Agreement which is available through a link at the bottom of your "Accounts" page in OnLine.

The terms and conditions of the OneUnited Bank Personal Deposit Account Agreement, Truth In Savings Disclosure, Business Account Agreement, Electronic Funds Transfer Agreement and Disclosures, OnLine Access Agreement (Personal and/or Business) as well as your other



agreements with OneUnited Bank such as loan agreements continue to apply notwithstanding anything to the contrary in this Agreement.

**Consent to Electronic Delivery of Periodic Account Statements, Documents, Disclosures and Other Communications (eStatements)** - When you sign up for our eStatement Delivery Service through OnLine, you agree that for all of your checking, statement savings, money market and statement certificate of deposit accounts that are enrolled in OnLine now or in the future, as well as any other statement accounts whose account activity is combined with these accounts, you will thereafter receive your Periodic Account Statements electronically. Your electronic Statements will contain the same content as the paper version that you have been receiving, which includes: account balances, transaction activity, electronic funds transfer information, year-to-date interest, and error notification procedures. The choice (paper or eStatements) that is recorded on our system on the day the Statement is generated will be the only statement method used to deliver that months Statement(s).

In addition, when you sign up for our eStatement Delivery Service through OnLine, you further agree that other documents, disclosures and communications related to any or all of your deposit or loan accounts with OneUnited Bank may also be sent to you electronically via the eStatement Delivery Service.

**Email Notification of Document Availability** - We will send an email to the email address that you have on file in the "Options" feature in OnLine to advise you when your eStatement is available for viewing. In addition, we will include a link in this email to the OneUnited Bank website where you can sign-on to OnLine and access your eStatement via the "eStatements" button located on the main "Accounts" page.

It is your responsibility to ensure that the "Options" feature within OnLine contains your current email address. Once you have updated your email address in the "Options" feature, it is also your responsibility to update this email address in the eStatement Delivery Service by simply accessing the eStatement Delivery Service one time after you have made this change. However, if you do not wish to receive email notification regarding document availability on some or all of your deposit or loan accounts, you may terminate the email notification by clicking on "Email Notification of Document Availability" in the box on the right side of the "eStatement" page within the eStatement Delivery Service and then clicking off any email notifications that you no longer wish to have sent to you.

**Periodic Account Statements or Account Statements** -Your Periodic Account Statements or Account Statements ("Statements") will become available through the eStatement Delivery Service shortly after the end of your statement cycle period. In the case of checking or money market accounts, the Periodic Account Statement may be available to you even before all of the images of your cancelled checks have been processed for the statement cycle period. However, the eStatement Delivery Service is updated multiple times each day and as soon as your check images are processed, they will be made available to you through the Service.

Your Periodic Account Statements will become available through the eStatement Delivery Service incrementally each month after you enroll in the Service. Statements will be available for twelve (12) months and thereafter the oldest Statement will be deleted when the most recent Statement becomes available through the Service. If you wish to retain your Statements for a longer period of time, you should download them to your computer or print them during the twelve (12) months that they are available through the Service. If you request a paper copy of either your



Periodic Account Statement or any check referenced in that Statement from us, we will provide a legible copy within a reasonable period of time. Applicable service charges may be assessed for paper copies of your Periodic Account Statement in accordance with the Online Truth and Savings Disclosure.

(Please Note: OneUnited Bank is required to provide a Reg. E Statement to any savings account that has electronic activity during the month. This Reg. E Statement will not be delivered electronically. It will continue to be delivered by mail.)

**Deposit Statement and Loan Statement Disclosures** - You may access the Deposit Statement and Loan Statement Disclosures by clicking on the "Disclosure" button on the top of the "eStatements" page of the eStatements Delivery Service.

**Your Right to Terminate** - You may withdraw your consent to receive eStatements by accessing the "Other Services" button in the left hand menu in OnLine and selecting the "Secure Form" entitled "Cancel eStatements".

**Our Right to Terminate** - You agree that we provide the eStatement Delivery Service at our sole discretion and we can rescind your use of this service at any time and for any reason. However, if we do, we will instead produce and mail a paper copy of your Periodic Account Statement, document, disclosure or other communication to you.

**You will be notified by email when new documents are available for viewing in the eStatement Delivery Service. Please verify that the email address below is the correct email address for receiving communications from both OnLine and the eStatement Delivery Service. If there is no email address below or the email address needs to be updated, please click on the "DECLINE" button and access the "Options" feature in OnLine to insert or update your email address. Once your email address has been inserted or updated, click on the "eStatements" button in OnLine and if the correct email address is then reflected below, click on the "ACCEPT" button to enroll in the eStatement Delivery Service.**