



Electronic Statement Agreement and E-Sign Disclosure

Please read this Agreement and Disclosure in full and, click on "I agree" to self-enroll in the Nymeo Electronic Statement Service.

This Electronic Statement Agreement and E-Sign Disclosure (hereinafter this "Agreement") contains terms and conditions governing Nymeo Federal Credit Union's (hereinafter "Nymeo") Electronic Statement Service (hereinafter "eStatements" or "Service") and our disclosure to you under the Electronic Signatures in Global and National Commerce Act (E-Sign Act). You understand that by using any of these services available through eStatements you agree to the terms and conditions applicable to that Service as set forth in this Agreement. Please keep a copy of this Agreement for your records. If you are unable to print a copy or need assistance, please contact Nymeo.

Definitions

In this Agreement, the following words have the meanings given below:

"You" and "Your" mean each person who enrolls for Nymeo eStatements, all account owners if the accounts are joint accounts, jointly and severally, together with any person who is authorized by a member to use or access the Service.

"We", "us", or "our", refer to Nymeo.

"Business Days" means Monday through Friday, excluding Holidays.

Accessing Your eStatements

By accepting to the terms of this Agreement, you understand that Nymeo will no longer be providing you with a paper statement and agree that electronic delivery of your statement will satisfy the Credit Union's legal and regulatory requirements to provide you a periodic statement of your account(s).

In order to access your eStatements online, you must have an active My Nymeo online account established with us. Once that is established, you may access your eStatements Service by selecting a link on the My Nymeo login website located at www.nymeo.org, and by entering your user ID and Password. We generally keep a rolling 18 month statement history of your eStatements online at any one time, but this number may change from time to time. Requests for copies of older statements incur a fee based upon a schedule established by the Credit Union, which may change from time to time.

The software requirements you must meet to view your statements electronically are Internet Explorer® 8.0 or higher; Firefox® 3.6.26; Chrome® 36, 37; or Safari®. You must have access to Adobe Acrobat Reader® software versions 9 and higher (available at no charge at <http://www.adobe.com>) to access your eStatements, and a printer or ability to download the eStatements for your records. We strongly recommend that if you want a permanent paper copy of your eStatements that you save them in PDF format to your computer or print a copy for your records. You accept sole responsibility for the security of all eStatements you save on your computer or print. In the event our system's hardware or software requirements change in such a manner that it would create a material risk for you to receive, access, or retain your records electronically, Nymeo will provide you with a written statement indicating the revised hardware and software requirements for access to and retention of the electronic records, and notice of your right to withdraw consent for delivery of electronic materials to you without the imposition of any fees or conditions that we did not originally disclose.

You are responsible for the installation, maintenance, operation, and security of your computer. We will not be responsible for any errors or failures involving any power failures or surges, telephone service, Internet service, software installation, or your computer. We will use our best efforts to make available your eStatements in a timely manner and in accordance with any applicable time required by law. However, we shall incur no liability whatsoever regarding your ability or inability to access your eStatements for any reason, including but not limited to the existence of any one or more of the following circumstances:

- 1) The My Nymeo online service is not functioning properly, or
- 2) Your equipment or Internet access is not working properly, or Internet service is interrupted (e.g., due to online traffic or other disruptions), or
- 3) Circumstances beyond our control (including, but not limited to, fire, flood, Interruption in telephone service or other communication lines, interference from an outside force, legal restriction or delays in mail service) prevent proper delivery, and we have taken reasonable precautions within our control to avoid such circumstances, or
- 4) The My Nymeo is unavailable due to routine software and hardware maintenance.

You represent that you have considered the security procedures of My Nymeo and find that the security procedures are commercially reasonable for verifying that a request or other communications purporting to have been issued by you is, in fact, yours. In reaching this determination, you have considered (and will continue to monitor and consider) the size, type and frequency of requests and other communications that you anticipate issuing to us.

E-mail Address Required – Notification of Statement Availability - Redelivery

You agree to provide us with a current and valid e-mail address and you shall monitor such e-mail address from time to time for communications from the Credit Union. Your e-mail address is required to participate in our eStatements Service. We will send you an e-mail notification at your last e-mail address of record when your eStatements is available on our web site. Our eStatements notification can be sent to only one e-mail address. For example, the notification cannot go to both a work and home e-mail address. You agree to accept sole responsibility for notifying us if your e-mail address changes. The email address can be changed within My Nymeo.

Cancellation of eStatements

You have the right, at any time without charge, upon 10-day notice to withdraw this consent for electronic access to your account statements and again receive them by mail. You may withdraw your consent to access our eStatements Service by removing the Service within My Nymeo, Account Detail, Statements and My Settings.

If you cancel within five (5) business days prior to the end of the statement cycle, your periodic statement(s) will be distributed to you in paper form. If it is not received within the above-mentioned time frame, you periodic statement(s) may be distributed to you in electronic form and subsequent statements will be distributed to you in paper form.

If you cancel your access to our eStatements Service and wish to resume accessing our eStatement Service in the future, it will be necessary for you to go through the sign up process again.

We reserve the right, at our sole discretion, to terminate or change the terms and conditions on which we provide eStatements services. We will provide you with notice of any such termination or change as required by law.

Obtaining a Paper Copy of Your Account Statement

If you had requested electronic access of your statements, you may obtain a paper copy of your account statement by contacting us at 240-436-4000 or toll free 1-855-436-4100, or if you choose to write to us, you may do so at:

Nymeo
5210 Chairmans Court
Frederick, MD 21703

Request for copies of statements incur a fee based upon a schedule established by the Credit Union which may change from time to time.

We may change the terms of this Agreement at any time by electronically transmitting or mailing a copy of the changes to your most recent account address on file. Unless we are required to give you advance notice by law, changes are effective on the date changes are mailed or transmitted, unless a later time is stated in the notice. Use of your Password after the effective date of the change will acknowledge your acceptance of that change.

Any account rules, regulations, signature cards, disclosures, and account agreements made by you and the Credit Union are incorporated in and made a part of this Agreement by reference. If there is a conflict, between any of those documents and this Agreement, you agree that the terms hereof shall control and be binding upon you.

Other Account Related Information

We often include with your paper account statement other periodic notices that relate to account notices or regulatory information, otherwise known as statement inserts. When you accept this Agreement, you also agree to receive these notices by electronic delivery, this electronic delivery of materials to you will apply to all information that we send to you in writing for your entire account relationship with the Credit Union, for the duration of our account relationship with you, unless and until you cancel the Service as provided in this Agreement.

Electronic Signatures

By accepting the Service, you also agree that Nymeo utilizes the services of a third party platform for the Electronic Signatures of documents. In the even you use these third party platforms, you agree that your Electronic Signature is binding upon you and that it can be used both internally for Credit Union purposes and externally outside of the Credit Union to create legally binding obligations.

Participating Party Rights

You agree to waive and release any claims against Nymeo arising out of or in any way related to the eStatements Service, except for those claims resulting solely from the grossly negligent acts or grossly negligent omissions of the Credit Union.

Governing Law

This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the state where you reside, Charter and the Bylaws of the Credit Union and the rules and regulations of the Credit Union as they now exist or may be hereafter amended. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of this Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement between us.

Acceptance of Agreement and Disclosure

When you select "I ACCEPT" you acknowledge that you understand the terms of this Agreement and acknowledge receipt of the EFT Disclosure and the terms of the E-Sign Act that apply to our account relationship with you. The EFT Disclosure and this Agreement will be available for your review at any time on our website.

You agree to be bound by all of the terms and conditions contained in this Agreement and you further consent that you are authorized to carry out these actions on your own behalf and on behalf of all joint owners, if any, of the accounts subject to this Agreement.

You further agree that all electronic messages and statements sent to you pursuant to this Agreement shall be binding upon you and all other joint members, if any, of the account subject to this Agreement and those messages and statements have the same legal affect as if done so in writing. You also agree to not contest the validity of any electronic copies as an original.