

TruAlerts Terms and Conditions

The following provisions constitute an amendment to the Rules and Regulations (the "Membership Agreement") of TruChoice Federal Credit Union (hereinafter referred to as "we", "our", "us", and "Credit Union") concerning electronic delivery of statement notifications and notices concerning accounts, including time deposits, maintained by any individual, corporation, partnership, association, or other legal entity (herein referred to as "you", "yours", and "Depositor"). To the extent there is any conflict between any statement made in this TruAlert Supplemental Agreement (the "Agreement") and the Membership Agreement, this Agreement shall control.

1. ELECTION AND AUTHORIZATION FOR ELECTRONIC NOTIFICATIONS. By signing the TruAlert Enrollment Form: * you agree to no longer receive account statements via the U.S. Postal Service and to use electronic means to retrieve your statement information to verify the account balances and transactions. * you agree to receive critical information notices from us, at our discretion, regarding credit union products and services. * you elect and authorize us, at our discretion, to electronically deliver your account statement notification(s) and notices that we are required to provide to you under applicable Federal and State regulations, as amended from time to time. Other Federal and State statutes may be enacted or amended in the future to provide for electronic delivery of account statement notifications and notices. Your signature below also authorizes us, at our discretion, to provide electronic delivery of such statement notifications and notices pursuant to these statutes after they 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. SECURITY MEASURES. We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronically delivered account statement notification(s) and notices. Upon your election of the TruAlert service, the Credit Union will "prenote" your e-mail address by sending you a test e-mail and requiring you to reply to us prior to initiating our TruAlert services. Our security consists of 128-bit encryption of the data on TruAlert to protect it while in transit over the Internet.

YOU UNDERSTAND THAT THESE INDUSTRY STANDARDS ARE DYNAMIC AND CONSTANTLY DEVELOPING. BY SIGNING THE ENROLLMENT FORM FOR TruAlert, YOU ACKNOWLEDGE AND UNDERSTAND THAT THERE ARE RISKS TO ELECTRONIC DELIVERY OF ACCOUNT STATEMENT NOTIFICATION(S) AND NOTICES, INCLUDING, BUT NOT LIMITED TO, DELAY OR FAILURE OF DELIVERY DUE TO TECHNICAL DIFFICULTIES, WEATHER CONDITIONS (INCLUDING BUT NOT LIMITED TO SUN SPOTS), MATTERS BEYOND OUR REASONABLE CONTROL OR INTERCEPTION AND/OR ALTERATION OF SUCH ACCOUNT STATEMENT(S) AND NOTICES BY THIRD PARTIES IN SPITE OF THE

CREDIT UNION'S COMMERCIALY REASONABLE SECURITY MEASURES. BY SIGNING THE ENROLLMENT FORM FOR TruAlert, YOU REPRESENT THAT YOU HAVE CONSIDERED OUR SECURITY MEASURES AND FIND THAT OUR SECURITY MEASURES ARE COMMERCIALY REASONABLE. IN REACHING THIS CONCLUSION, YOU HAVE CONSIDERED THE HISTORICAL AND POTENTIAL FUTURE CONTENT OF YOUR ACCOUNT STATEMENT(S), THE RISKS ASSOCIATED WITH ELECTRONIC DELIVERY OF ACCOUNT STATEMENT NOTIFICATION(S) AND OUR SECURITY PROCEDURES. IF YOU CONCLUDE THAT OUR SECURITY PROCEDURES CEASE TO BE COMMERCIALY REASONABLE IN THE FUTURE, YOU MUST TERMINATE THIS AGREEMENT IMMEDIATELY IN ACCORDANCE WITH PARAGRAPH 10 BELOW.

3. YOUR COMPUTER'S SPECIFICATIONS. In order to receive TruAlert services, your computer hardware, software and your Internet service provider ("ISP") must meet the following specifications: * Adobe Acrobat Reader 4.05 or higher (available free at www.adobe.com/products/acrobat/readstep.html), and * Netscape 4.0 or higher (128 bit encrypted), or Microsoft Internet Explorer 4.0 or higher (128 bit encrypted)

4. E-MAIL ADDRESS. We will send your account alerts and periodic account statement notification(s) to you via e-mail to the last known e-mail address provided and verified by you (as per the requirements of the set-up process). You agree to notify us promptly of any change of your e-mail address by signing into TruAlert and updating your e-mail address. If you have not notified us of any change 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 e-statement(s) and notices, we will send your e-statement(s) and notices to you via U.S. Mail to your last address known to us. If you have a "multiple-party account" as defined in the membership agreement, 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 MULTIPLE-PARTY ACCOUNT IF THE E-MAIL ADDRESS IS CHANGED USING THE PROCEDURES SET FORTH ABOVE.

5. PROMPT REVIEW OF YOUR STATEMENT. You are responsible for promptly examining your statement each statement period and reporting any irregularities to us. We will not be liable for any check that is altered or any signature that is forged unless you notify us within thirty (30) calendar days after the statement and the altered or forged item(s) are made available. Also, we will not be liable for any subsequent items paid, in good faith, containing an unauthorized signature or alteration by the same wrongdoer unless you notify us within ten (10) calendar days after the statement and first altered or forged item(s) were made available.

6. CHANGING YOUR PASSWORD. If you would like to change your password, you must log into CUOnline, click on the more button, then select the change password option. You will need to confirm your old password and then enter your new password twice in order to complete your request. If you have a "multiple-party account" as defined in the Membership Agreement, your password 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 MULTIPLE-PARTY ACCOUNT IF THE PASSWORD IS CHANGED USING THE PROCEDURES SET FORTH ABOVE. 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 using your password. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your personal computer or unauthorized use of your password.

7. DISCLAIMER OF WARRANTY. WE MAKE NO WARRANTIES OF ANY KIND WITH RESPECT TO THE SOFTWARE PROGRAM USED TO ACCESS THE TruAlert SERVICES, AND WE DO NOT WARRANT THAT THE SOFTWARE PROGRAM OR THAT TruAlert SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE USE AND ADEQUACY OF THE SOFTWARE PROGRAM OR THE TruAlert SERVICES WE PROVIDE UNDER THIS AGREEMENT. WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. LIABILITY; INDEMNIFICATION. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE TruAlert 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 INTENTIONAL MISCONDUCT IN PERFORMING THESE TruAlert SERVICES. WE SHALL HAVE NO LIABILITY FOR FAILURE TO PERFORM ANY TruAlert SERVICES OR FOR ANY DISRUPTION OR DELAY IN PERFORMING TruAlert 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 TruAlert SERVICES. YOU AGREE THAT THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. TERMINATION/ AMENDMENT. This Agreement shall remain in full force and effect until it is terminated by either party upon thirty (30) days' prior notice to the other party. You can terminate this service by logging into TruAlert and clicking on the Stop TruAlert "button", at which time you will begin to receive paper statements via the US Mail for the next statement cycle. We also 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). If we terminate this Agreement for any of these reasons, such termination shall be effective on the date specified in a written notice mailed to you, and not on the date when the notice is mailed or received. Any amendment or revision to this Agreement must be executed in writing by an authorized party to your account and attached to our copy of the Agreement as well as noted in our account records.

10. CONTROLLING LAW AND USERS RESPONSIBILITIES. Our web site and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices within the State of Maine, which law governs this Agreement. While you may choose to access our web site and electronic services from other locations, we make no representation that any information, materials, or functions included in our web site or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations.