

## **Premium Alerts Agreement**

This Premium Alerts Agreement sets forth the terms and conditions for your use of Premium Alerts. By using Premium Alerts ("Text Services" and Alerts), you agree to the terms and conditions set forth herein. Please read this Agreement carefully and keep a copy for your records.

This Agreement is in addition to all other agreements you may have with Bank of Labor ("Bank") including, but not limited to, the Deposit Agreement, Electronic Fund Transfers Disclosure, and Online Banking Service Agreement.

Your enrollment in Consumer Online Banking Service includes access to mobile text messaging related services (collectively, "Text Services") and Alerts. By receiving or otherwise using these services, you agree to the following terms for these services. You agree that we may send messages through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. We may use a telephone number, e-mail address or other delivery location we have in our records for you or other such contact information as you may provide to us for these services so that we may send you certain information about your applicable account. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.

The Alerts and Text Services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts.

You understand and agree these services may not be encrypted and may include personal or confidential information about you, such as your account activity or the status of your account.

For phone Alerts, information may be delivered to voicemail or answering machines if nobody answers the phone. Messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through the Alerts and Text Services.

The Alerts and Text Services are only available to customers who have an eligible account with us. While you have to have an eligible account to use the service, once it is activated, if you have other types of accounts with us, you may have access to those other accounts as well. There is no service fee for the Alerts and Text Services, but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider.

Message and data rates may apply. Such charges include those from your communications service provider. Message frequency depends on user preferences.

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