

## **Big Island Federal Credit Union Electronic Statement (eStatement) Disclosure Agreement**

*Please read this information carefully and print a copy and/or retain this information electronically for your records*

This Agreement is between Big Island Federal Credit Union (hereinafter "we, us, our or Credit Union"), and each participating member of the Credit Union's eStatement program, together with any person who is authorized by a member to use or access this service (hereinafter referred together as "you, your or yours").

**Electronic Delivery of Statements.** By accepting the "Electronic Statement (eStatement) Disclosure Agreement", you agree to permit Big Island Federal Credit Union to make disclosures and provide notices to you in electronic form, including electronic delivery of statement notifications (eStatements), instead of providing such notices and disclosures in written form for all accounts you are enrolled in now and in the future.

**We are required to obtain your consent before delivering electronic communications.** 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.

**Terms and Conditions of Your Electronic Statement Agreement.** By entering into this Agreement, you accept all the terms and conditions contained in the Agreement. Please read it carefully.

The terms and conditions of your Member Service Agreement for each of your credit union accounts as well as your other agreements with the credit union such as loans continue to apply notwithstanding anything to the contrary in this Agreement. You agree to be bound by any and all laws, rules, regulations and official issuances applicable to eStatements now existing or which may hereafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services that credit union may from time to time make available to you in connection with eStatements. This Agreement is binding upon your heirs and the credit union's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

**Consent to Electronic Delivery of Account Statements.** You have the right to receive monthly, printed Account statements mailed to your mailing address of record. By entering into this Agreement, you understand that the credit union will cease providing you with printed statements in the mail, and that all future account statements will be eStatements which will be accessible on the credit union online banking website where you may obtain, review, print and otherwise copy/download your periodic statements. You agree to accept responsibility for notifying us if your e-mail address changes. If you are unable to access our credit union online banking website, please notify us immediately.

**Your Right To Withdraw Consent.** You have the right to withdraw your consent to receive your statements in electronic form at any time. If you elect to withdraw your consent there is currently no cost to you and your participation in the Program will be terminated.

To withdraw your consent you may notify us in writing at Big Island Federal Credit Union, 66 Lono Street, Hilo, HI 96720 or e-mail us at [info@bigislandfcu.com](mailto:info@bigislandfcu.com).

Any withdrawal of your consent to receive electronic communications will be effective only after we have a reasonable period of time to process your withdrawal. Until then, your current (monthly/quarterly) statement may be distributed to you in electronic form and subsequent statements will be distributed to you in paper form. If you cancel receipt of eStatements and wish to resume receiving eStatements in the future, it will be necessary for you to go through the sign up process again.

**Security.** You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatement for each of your Big Island Federal Credit Union accounts as soon as you receive/access it. You agree to protect the confidentiality of your account and account number, and your user ID and security code. You understand that your user ID and security code by itself or together with information related to your account, may allow unauthorized

access to your account. You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Internet, or e-mail transmitted to and from us, will not be monitored or read by others. Your logon security code is confidential information that should be known only by you. Big Island Federal Credit Union will not, for any reason, ask for your logon security code. If anyone contacts you and requests this information, contact us immediately. You are responsible for keeping your logon security code confidential.

**Requesting Paper Copies.** By enrolling to receive eStatements, you will NOT receive a separate printed and mailed statement. If you need to obtain a printed copy of a statement that has not been mailed to you because you have enrolled to receive eStatements instead, please call the credit union at 808-935-9778. The credit union will charge a statement copy fee for providing this service. Review the credit union's current Rate and Fee Schedule to determine this amount.

**Change in Terms.** We may change any term of this Agreement at any time. If the change would result in increased fees for any credit union service, or increased liability for you, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will provide any required notice of the change in terms to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. If there is more than one party to the account, notice to any one-account owner will be effective for all. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts.

**Disclaimer of Warranty and Limitation of Liability.** We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the eStatements provided to you under this Agreement. We do not and cannot warrant that eStatements will operate without error, or that eStatements will be available at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of eStatements, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory. Further, in no event shall the liability of the credit union and its affiliates exceed the amounts paid by you for the services provided to you through eStatements.

**eStatement Procedures.** You will receive an e-mail shortly after the end of each statement period (not all accounts generate monthly statements) with notification that your statement is available for viewing through Online Banking. Big Island Federal Credit Union uses the email address provided in Online Banking to send your eStatement notifications. You are responsible for notifying us of your most current email address by contacting us in writing at Big Island Federal Credit Union, 66 Lono Street, Hilo, HI 96720. If we learn that you are no longer receiving our email notifications (for example, an email to you is returned as undeliverable), we may discontinue sending eStatement notifications. We will make a reasonable attempt to redeliver your notification electronically. Big Island Federal Credit Union is not obligated to verify that you are receiving your eStatement notifications or accessing your eStatements.

You must promptly access/review your eStatement and any accompanying items and notify us in writing within the applicable time period specified in your Member Service Agreement of any error, unauthorized signature, lack of signature, alteration or other irregularity. If you allow someone else to access/review your statement, you are still fully responsible to access/review the statement for any errors, unauthorized signatures, lack of signatures, alterations, or other irregularities.

**Hardware and Software Requirements.** In order to access your eStatements online and retain the information being provided, you must currently be using a personal computer or other device capable of accessing the Internet. You must have access to an Internet web browser which requires either of the last two major browser versions of the following web browsers: Microsoft Internet Explorer, Mozilla Firefox, Google Chrome or Apple Safari. Cookies and JavaScript must also be enabled in your web browser. Adobe Reader or equivalent software is required to view PDF documents. Big Island Federal Credit Union will inform you of any change in hardware or software requirements that may affect your access to or use of eStatements. It is your sole responsibility to insure your personal computer and related equipment are compatible with and capable of operating in a manner that allows you to utilize the eStatement service. If you cannot meet the requirements for any reason, you have the right to withdraw your consent at that time at no cost to you. Withdrawing your consent will terminate your eStatement service.