

# Estacado FCU

## Electronic Statements (eStatements) Disclosure Agreement

Revised 12/04/24

### **Electronic Delivery of Statements and Notices**

By submitting your request for eStatements electronically, you consent and agree that Estacado Federal Credit Union ("Credit Union") may provide certain disclosures and notices to you in electronic form, in lieu of paper form.

### **Definitions**

As used in this Agreement, the words "we", "our", "us" and "Credit Union" mean Estacado Federal Credit Union (EFCU). "You" and "your" refer to the account owner(s) authorized to receive eStatements under this Agreement. "Account" or "accounts" means your share, loan, or certificate accounts at the Credit Union. "Business days" means Monday through Friday. Federally designated holidays are not included.

### **Scope of Consent for electronic delivery of statements**

Your consent to receive eStatements covers the periodic statements you are provided in connection with your share, loan, and certificate accounts with the Credit Union. Your consent also covers all disclosures that are required or may be provided on or with your account and/or loan statements, including, but not limited to, the Billing Rights Statement required by the Truth in Lending Act and the Error Resolution Notice required by the Electronic Fund Transfer Act.

If you choose the eStatements only (Paperless) option, you understand that the Credit Union will discontinue mailing printed share, loan, and certificate account statements to your address of record. All future eStatements will be maintained on a website which you access to obtain, review, print, and copy/download your periodic statements. Each month we will send an email notice to you advising you of the availability of your eStatement and the website where you can access your eStatement.

### **Scope of Consent for electronic delivery of notices**

Your consent to receive electronic notices covers any notice or other type of communication provided to you pursuant to the terms of this Agreement. We will send all notices, attachments and/or documents via email to the last known email address provided by you. You agree to notify us promptly of any change of your email address by updating your email address in Online Banking.

## **Estacado Federal Credit Union eStatement Procedures**

You will receive an email shortly after the end of each statement period letting you know that your eStatement is ready for viewing. The notice will include a link to the Online Banking login page. You must login to Online Banking to view your eStatement.

Visit <https://online.estacadofcu.com> , choose login, and complete the multi-factor authentication. Select More, the E-Documents from the menu then choose which account statement you're interested in and select Statements. Within your statement choice, there will be a list of your available eStatements from the most recent to the least recent. You may choose to View or Download your eStatement. If you choose View, it will open the eStatement in Adobe Acrobat Viewer. If you choose Download, you will be directed to save your eStatement, a pdf file, to your computer or storage device. You must have Adobe Acrobat Reader installed on your computer to view and print eStatements, a link to the free download site is included on the statement webpage.

## **Duty to Review Periodic Statements**

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 Services Agreement or Loan Agreement, whichever is applicable, of any error, unauthorized transaction, or other irregularity. If you allow someone else to access your eStatement, you are still fully responsible to review the eStatement for any errors, unauthorized transactions, or other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the email Date regardless of when you receive and/or open the eStatement.

## **Change of email address**

You agree to notify us immediately of any change in your email address by updating your information online by logging into Online Banking.

## **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 Credit Union accounts as soon as you access it. You agree to protect the confidentiality of your account and account number, and your personal identification information, as well as your driver's license number and social security number. You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account. Data transferred via eStatement is not encrypted. 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 email transmitted to and from us, will not be monitored or read by others.

### **Password Security.**

For security reasons, we require that you login to Online Banking to access your eStatements. If you incorrectly enter your password five times you will be temporarily prevented from access. If you cannot remember your password you should contact us at 575-393-1596 to have your password reset. Your login password is confidential information that should be known only by you. The Credit Union will not, for any reason, ask for your login password. If anyone contacts you and requests this information, contact us immediately. You are responsible for keeping your login password confidential.

Here are some suggestions for maintaining password secrecy:

- Memorize your passwords – never write them down.
- Try to use random numbers and letters for your password. Avoid using passwords that could be easily guessed by others (your name, your phone number, your date of birth, etc.).
- Always exit the internet browser before leaving your computer unattended.
- Notify the Credit Union immediately if you have any reason to believe that the confidentiality of your password has been compromised.
- If you have a “multiple-party account”, your password may be changed using the procedure described above by an 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 PROCEDURES WE AUTHORIZE.**

### **Change in Terms**

We may change any term of this Agreement at any time. If you do not wish to accept the change, you may terminate this Agreement by withdrawing your consent to receive statements and notices electronically.

### **Your Right to Withdraw Consent**

You have the right to withdraw your consent to have your eStatements provided in an electronic form by notifying us via email at [contactus@estacadofcu.com](mailto:contactus@estacadofcu.com), in person at our office, by telephone at 575-393-1596 or by sending us a written and signed request to Estacado Federal Credit Union at PO Box 280, Hobbs NM 88241. We must receive your withdrawal of consent not less than three days before the date statements are processed for a statement period for you to receive a paper statement for that statement period. You will receive paper statements for subsequent statement periods.

## **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.

## **Joint Accounts**

If your share account is joint with another person, one of you may consent to receive disclosures electronically and that person's election to receive eStatements shall apply to both of you. We will then send the notice regarding the availability of your eStatements to the email addresses provided. If either one of you chooses the No Printed Statements option, no paper statements will be mailed to your home address.

## **Our Right to Terminate**

You agree that we can terminate our eStatements service and revert to printed mailed statements for any reason at any time.

## **Communications between Credit Union and You**

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- Telephone: You can contact us by telephone at: 575-393-1596
- Postal Mail: You can write to us at: PO Box 280, Hobbs NM 88241
- Email: You can contact us by email at: [contactus@estacadofcu.com](mailto:contactus@estacadofcu.com)
- Office: 2220 N Dal Paso, Hobbs, NM 88240

## **Requesting a Paper Copy of a Statement**

Requests for paper copies of a statement can be made by calling 575-393-1596. There may be a fee for statement copies please see our Schedule of Fees & Charges for more information.

## **Hardware and Software Requirements**

To access your eStatements you will need a personal computer that has the capability of running software that can access the Internet and that can send and receive electronic mail. For accessing the Internet we recommend that you use the latest browser version available. If you are reading this agreement

online, you have the necessary hardware and software to access your eStatement screens. To open and view an eStatement or any other document sent by the Credit Union your computer system must be equipped with Adobe Acrobat software version 4.0 or higher. You may download Adobe Acrobat for free at [www.adobe.com](http://www.adobe.com) or by clicking on the link provided on the eStatement selection page. To retain a copy of your eStatements, you will need a printer attached to your computer capable of printing web pages. To save your eStatements on your computer you can use the "Save" feature of your internet software to save the pages to your hard drive or to some other media, such as a CD or flash drive.

### **Additional Terms and Conditions of Your Electronic Statement Agreement**

The terms and conditions of your Membership and Account 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. This Agreement is also subject to applicable federal laws and the laws of the State of New Mexico. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. 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. This Agreement will be executed electronically when you click the box indicating that you agree to its terms and is effective on that date. Please print a copy of this Agreement and save for your records.