



## **eStatement Disclosure & Agreement**

Please read the following eStatement Disclosure & Agreement and complete the eStatement Application.

The following provisions constitute an amendment to the deposit agreement of Sno Falls Credit Union (hereinafter referred to as "we", "our", "us", and "Credit Union") concerning electronic delivery of statements and notices concerning accounts, including time deposits, maintained by any individual, corporation, partnership, association, or other legal entity (herein "you" and "yours" refer to the depositor or authorized party to the account as defined in the deposit agreement). With regard to eStatements only, to the extent there is any conflict between any statement made in this Supplemental Agreement (the "Agreement") and the deposit agreement, this Agreement shall control.

### **1. ELECTION AND AUTHORIZATION FOR ELECTRONIC DELIVERY**

By completing the eStatement Enrollment Form, you affirmatively consent and agree to permit the Credit Union to make disclosures and provide notices to you in electronic form, in lieu of providing such notices and disclosures in written form. 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 to you under applicable Federal and State statutes and their implementing regulations, as amended from time to time, including:

- Truth in Lending Act
- Trust in Savings Act
- Fair Credit Reporting Act
- Electronic Funds Transfer Act
- Home Mortgage Disclosure Act
- Fair Housing Act
- Equal Credit Opportunity Act
- Privacy of Consumer Financial Information

Other Federal and State statutes may be enacted or amended in the future to provide for electronic delivery of account statements and notices. Your completion of the eStatement Enrollment Form also authorizes us, at our discretion, to provide electronic delivery of such

statements 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. To revoke this consent or to request a paper copy of any electronic disclosure or notice provided pursuant to this consent, write to:

Sno Falls Credit Union

PO BOX 1978

Snoqualmie, WA 98065

or fax your request to (425) 888-4240. You may also visit any of our office locations and speak with one of our Member Service Representatives for assistance. Refer to Paragraph 3 for a description of the hardware and software requirements for access to and retention of electronic disclosures and/or notices.

## **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(s) and notices. When communicating with you electronically, no one from Sno Falls Credit Union will ask you for your password.

You understand that these industry standards are dynamic and constantly developing. By signing the enrollment form for eStatement service, you acknowledge and understand that there are risks to electronic delivery of account statement(s) and notices, including, but not limited to, delay or failure of delivery due to technical difficulties, weather conditions, and matters beyond our reasonable control and you find that our security measures are 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(s) and our security procedures. If you conclude that our security procedures cease to be reasonable in the future, you must terminate this agreement immediately in accordance with paragraph 9 below.

## **3. YOUR COMPUTER'S SPECIFICATIONS**

In order to receive eStatement services, your computer hardware and software must meet the following specifications:

### ***PC/Windows Users***

- Acrobat Reader 5.0 or greater
- Internet Service Provider (ISP)
- Method by which to store statements: printer, download capability, sufficient memory space on computer, or disk drives

### ***MAC Users***

- Acrobat Reader 5.0 or greater
- Internet Service Provider (ISP)

- Method by which to store statements: printer, download capability, sufficient memory space on computer, or disk drives

### ***PC/Linux Users***

- Acrobat Reader 5.0 or greater
- Internet Service Provider (ISP)
- Method by which to store statements: printer, download capability, sufficient memory space on computer, or disk drives

If a change in the hardware or software requirements needed to access or retain an eStatement creates a material risk that you may not be able to access or retain a subsequent statement that was the subject of the consent, we will notify you of the revised hardware and/or software requirements. You may withdraw your consent without the imposition of any condition or consequence not previously disclosed in this agreement.

## **4. E-MAIL ADDRESS**

We will send your periodic account statement notifications to you via e-mail to the last known e-mail address provided by you. You agree to notify us promptly, in writing, of any change in your email address, to:

Sno Falls Credit Union

PO BOX 1978

Snoqualmie, WA 98065

or fax your request to (425) 888-4240. You may also visit any of our office locations and speak with one of our Member Service Representatives for assistance. For your protection and for security purposes, we will not accept any change of email address notices via email or telephone.

If you have not notified us in writing of any change to your email address, you agree that your failure to provide us with a good email address is the lack of ordinary care on your part. If your eStatement is sent twice and returned undeliverable, your email address will be flagged as a "BAD ADDRESS". Your email 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 EMAIL ADDRESS IS CHANGED USING THE PROCEDURES SET FORTH ABOVE.**

## **5. PROMPT REVIEW of eStatements**

Your eStatement will be dated the day it is sent to you by email (the "e-mail date"). You must promptly review your eStatement and any accompanying items and notify us in writing at:

Sno Falls Credit Union

PO BOX 1978

Snoqualmie, WA 98065

or, via telephone at (425)-888-4004, toll-free at (800) 243-7860, or in person at any of our office

locations (within the applicable time periods specified in your deposit agreement) of any error, unauthorized signature, lack of signature, alteration or other irregularity. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the e-mail date regardless of when you receive and/or open the statement.

## **6. DISCLAIMER OF WARRANTY**

We make no warranties of any kind with respect to the software program used to access the eStatement services. We do not warrant that the software program or that eStatement 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 eStatement 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.

## **7. NOTICE OF UNAUTHORIZED ACCESS**

If you believe your eStatement is lost or that someone has obtained access to your eStatement without your permission, write to us at:

Sno Falls Credit Union

PO BOX 1978

Snoqualmie, WA, 98065

or send a fax to (425) 888-4240. You may also contact one of our Member Service Representatives, in person at any office location, call (425) 888-4004, or toll-free (800) 243-7860.

## **8. LIABILITY; INDEMNIFICATION**

Notwithstanding any provisions to the contrary contained in this agreement, we shall be responsible only for performing the eStatement 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 services. We shall have no liability for failure to perform any eStatement services or for any disruption or delay in performing said 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 electronic 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 eStatement services. You agree that this indemnification shall survive the termination of this agreement.

## **9. AMENDMENT OR TERMINATION OF AGREEMENT**

This Agreement shall remain in full force and effect until it is terminated by either party upon thirty (30) days' prior written notice to the other party. Please send requests to:

Sno Falls Credit Union

PO BOX 1978

Snoqualmie, WA, 98065

or fax your request to (425) 888-4240. You may also visit any of our office locations and speak to one of our Member Service Representatives for assistance. 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), including the deposit agreement. If we terminate this Agreement for any of these reasons, such termination shall be effective on the effective date specified in a written notice mailed to you, and not on the date when the notice is mailed or received. We may amend or change this Agreement at any time after notice or authorization as and if required by law. If no notice or authorization is required by law, your continued acceptance of electronic disclosures or eStatements after the effective date of such change will constitute your acceptance of and agreement with such amendment(s).