

## **Lisbon Community Federal Credit Union Electronic Statement Disclosure and Agreement**

This disclosure contains important information about our Electronic Statement product, also referred to as "e-Statements".

Before you can enroll in or access our Electronic Statement Presentment services ("E-Statement Services"), laws and regulations require us to obtain your affirmative consent to electronic delivery of your periodic account statements and associated disclosures required under Federal and/or State laws or regulations (collectively "Statement(s)"). Please read this Electronic Statement Disclosure and Agreement (this "Disclosure") carefully.

### **E- Statements Agreement & Disclosures**

This Agreement is the contract, which covers your and our rights, and responsibilities concerning the Lisbon Community Federal Credit Union's (referred to as the Credit Union) e-statement services offered to you. In this Agreement, the words "you" and "yours" mean those who sign the Membership Agreement or any Credit Union online authorization form. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share and/or loan accounts you have with the Credit Union.

By signing this form and agreement you are authorizing the Credit Union to deliver statements of your account(s) by electronic means. You understand and agree that by requesting electronic delivery, you WILL NOT receive statements in paper form delivered by regular United States Postal Service mail. You agree that electronic delivery will satisfy the Credit Union's requirement to provide you a periodic statement of your account(s) activity.

### **Paper or Non-electronic Form**

You are not required to enroll in the e-Statement program. You can continue to receive your Statements in the same format in which you currently receive your Statement. If you would like to receive your Statements electronically, however, you must enroll in the e-Statement Services program and agree to the terms set forth in this Disclosure.

### **Duty to Review Periodic Statements**

You will receive an email you of the availability of your e-Statement. You must promptly access/review your e-Statement and any accompanying items and notify us in writing within the applicable time period specified in your Member Agreement and Disclosures or Loan Agreement, whichever is applicable, of any error, unauthorized transaction, or other irregularity. If you allow someone else to access your statement, you are still fully responsible to review the statement 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 e-mail Date regardless of when you receive and/or open the e-Statement.

### **Change of E-mail address**

If you change your e-mail address, you will notify us of the change so that we may continue to send you your Statements electronically. You will also notify us of any changes in physical address or telephone number. In the event that we are unable to deliver e-mail to you due to an inaccurate e-mail address, your Statements will be mailed to your physical address of record.

### **Joint Accounts**

If your share account is a joint account with another person, one of you may consent to receive statements electronically and that person's election to receive e-Statements shall apply to both of you. We will then send the notice regarding the availability of your e-Statements to the e-mail address provided in lieu of providing a paper statement. Statement notifications can be sent to only one e-mail address.

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

Requests for paper copies of a statement can be made by emailing [memberservices@lisboncu.org](mailto:memberservices@lisboncu.org) or by calling 207-353-4144/toll free 877-353-4144. There may be a fee for statement copies.

### **Hardware and Software Requirements**

You do not need any special hardware or software to access e-Statements. If you can access the Home Banking service, you should be able to access your e-Statements. However, prior to enrolling for e-Statements, you should verify that you have the following required hardware and software:

- Internet Access
- A computer and Internet browser that can support 128-bit encryption
- Note: For security purposes, you should use the most current version of either Microsoft Internet Explorer, Netscape Navigator/Communicator or AOL's browser. The most current browser versions are typically more secure and will support 128 bit encryption.
- Access to a printer or storage medium such as a hard drive so that you can download and/or print disclosures/and/or statements for your records.
- An external email address

We may revise hardware and software requirements, and if there is a material chance that the changes may impact your ability to access e-Statements, we will notify you of these changes in advance and provide you an opportunity to change your method of receiving disclosures (e.g. change to paper format vs an electronic format) without the imposition of any fees.

#### **Withdrawal of Consent to Electronic Delivery**

If at any time after you consent to electronic delivery of your Statements, you wish to withdraw your consent to electronic delivery of your Statements, you should contact the Credit Union. If you withdraw your consent, you will be un-enrolled in the e-Statement program and will no longer receive your Statements electronically. Statements issued after your withdrawal is effective will be mailed to your physical address of record.

If you consent to electronic delivery of your statements, your consent will apply to all statements unless and until the earlier of (i) your withdrawal of consent as described in the above paragraph, or (ii) the Credit Union's discontinuation of electronic Statement delivery services.

#### **The Credit Union's Right to Amend the Services**

The Credit Union reserves the right to amend the e-Statement program and/or the conditions of participation from time to time, including enlargement or restriction of services available through the E-Statement Service. Your use of the e-Statement Service after any change will indicate your agreement to the amendments and affirm your consent to electronic delivery of statements. The Credit Union will make available to you a copy of any amendments when required by applicable law.

#### **System Unavailability**

Access to the Service may be unavailable at certain times for the following reasons: (1) Scheduled maintenance - There will be periods when systems require maintenance or upgrades; (2) Unscheduled maintenance - Service may be unavailable when unforeseen maintenance is necessary; or, (3) System Outages - Major unforeseen events, including, but not limited to: earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, that may cause system unavailability. The Credit Union will make all reasonable efforts to ensure the availability of the Service. However, the Credit Union is in no way liable for the unavailability of the e-Statements Service or any consequential damages that may result.

#### **Additional Terms and Condition 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 and the laws of the state of Maine. 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