



ILWU Federal Credit Union eStatement Service Agreement

eStatements are the fastest way to receive current and previous statement information. As your financial institution, ILWU Federal Credit Union is pleased to make this service available to you within your secure Online and Mobile Banking account at no cost.

This agreement supplements your ILWU Federal Credit Union Electronic Services Disclosure and Agreement for Online and Mobile Banking, which was provided to you online prior to signing up for the ILWU Federal Credit Union Online and Mobile Banking services. You must acknowledge that you have carefully read this Agreement prior to accessing e-statements.

In this Agreement, the words "you" and "your" mean the person who has applied for access to e-statements, the electronic viewing of your statement of accounts. "we", "our" and "financial institution" mean ILWU Federal Credit Union.

IMPORTANT: PLEASE PRINT AND RETAIN THIS CONSENT AND AGREEMENT

- 1. System requirements** - In order to receive and review disclosures and access and retain your eStatements, you will need access to the internet and be able to run Microsoft Internet Explorer or Microsoft Edge 11.0 or higher, Firefox 49.0 or higher, Google Chrome 48.0 or higher, or Safari 7.0 or higher. Cookies and JavaScript must also be enabled in your web browser. Acrobat Reader 6 or higher is required to view PDF documents. ILWU Federal Credit Union will inform you of any change in hardware or software requirements that may affect your access to or use of eStatements.
- 2. Your consent to receive statements electronically** - By clicking on the "I Agree" button below, you are requesting and agree to receive your periodic account statement, future disclosures required by law, other account notices, tax statements, newsletters, special offers and promotional materials electronically and not to receive a paper statement until specifically requested by you. You further understand that we will notify you by email about any changes in terms or fees to the above services and disclosures. You also understand that these updated disclosures will be made available to you electronically. Your electronic statements will contain the same information as the paper version you have been receiving, which includes account balances, transaction activity, electronic funds transfer information, year-to-date interest, and error notification procedures.
- 3. Requesting Paper Copies of Past Statements** - Please note that you may request paper copies of past statements after consenting to receive statements electronically by calling ILWU Federal Credit Union toll-free at 866.445.9828, by emailing us at memberservices@ilwucu.org, or you may write to ILWU Credit Union, P.O. Box 7629, Long Beach, CA 90807. Please note that paper copies of past statements are subject to the standard duplicate statement fee as provided in your Schedule of Service Charges.
- 4. Canceling e-statements** - You may cancel eStatement services at any time by calling ILWU Credit Union toll-free at 866.445.9828, by emailing us at memberservices@ilwucu.org, or you may write to ILWU Credit Union, P.O. Box 7629, Long Beach, CA 90807. Your cancellation will become effective after we have received it and had a reasonable opportunity to act on it. Please note that paper copies of past statements are subject to the standard duplicate statement fee as provided in your Schedule of Service Charges.
- 5. Maintaining a valid, active email address** - You must promptly notify ILWU Federal Credit Union of any change in your email or postal address by contacting ILWU Credit Union at 866.445.9828 or at any of ILWU Credit Union's branch locations. ILWU Credit Union is not liable for any third party-incurred fees, other legal liability, or any other

issues or liabilities arising from eStatements, or notifications sent to an invalid or inactive email address or postal address that you have provided.

6. **No longer receiving loan or Visa statements** - You understand and agree that by signing up for eStatements, you will no longer receive return envelopes by mail to send in your loan payments. You understand and agree that you may request transaction envelopes at any time to mail in your loan payments by contacting ILWU FCU in writing, by telephone or by sending ILWU Credit Union an email at memberservices@ILWUCU.org. You understand and agree that although you will no longer receive your loan statements by mail, including but not limited to your Visa credit card statements, you will be responsible for making all loan payments timely through ILWU Credit Union's website or via mobile banking and/or by mailing the payments to: ILWU Credit Union, P.O. Box 7629, Long Beach, CA 90807. You further understand and agree that you will be responsible for making all loan payments pursuant to the terms and conditions of the loan agreements and disclosures, which may be revised from time to time and remain effective for all other aspects of the Account involved.
7. **Notification** - ILWU Federal Credit Union will notify you through your email address when your eStatement is available for viewing through Online Banking or Mobile Banking. ILWU Federal Credit Union uses the email address provided in Online Banking and Mobile Banking to send your eStatement notifications. You are responsible for notifying ILWU Federal Credit Union of your most current email address by calling ILWU Credit Union toll-free at 866.445.9828 or by updating your email address online via Online Banking or Mobile Banking. If ILWU Federal Credit Union learns that you are no longer receiving our email notifications (for example, an email to you is returned as undeliverable), ILWU Federal Credit Union may discontinue sending eStatement notifications. ILWU Federal Credit Union will make a reasonable attempt to redeliver your notification electronically. ILWU Federal Credit Union is not obligated to verify that you are receiving your eStatement notifications or accessing your eStatements.
8. **Access to eStatements** - Members and account owners acknowledge that anyone with Online or Mobile Banking access to your account, may access eStatements. Your eStatements will be available for viewing for a rolling 12-month period.
9. **Our Right to Terminate** - You agree that we can terminate your eStatement access and revert to printed mailed statements for any reason at any time.
10. **Our Liability** - ILWU Federal Credit Union will not be responsible for any loss, damage or injury whether caused by the equipment, software and/or Online Banking or Mobile Banking service, nor shall we be responsible for any direct, indirect, special, or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software and/or Online Banking or Mobile Banking, except where the law requires a different standard. We do not make any warranties concerning the equipment, the software, or any part thereof, including without limitations, any warranties for a particular purpose or warranties of merchantability. We also accept no responsibility for your email address or for anyone accessing your emails.
11. **Alterations and Amendments** - The terms of this Agreement, applicable fees and service charges may be altered or amended by ILWU Federal Credit Union from time to time. In such event, ILWU Federal Credit Union shall send notice to you in the manner you have elected to receive communications. Any continuation of the service after ILWU Federal Credit Union sends you a notice of change will constitute your agreement to such change(s).
12. **Governing Law** - The laws of the State of California and applicable Federal laws and regulations shall govern this Agreement.