

## ELECTRONIC STATEMENT (eSTATEMENT) AGREEMENT & DISCLOSURE

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

### COASTAL NEW ENGLAND FEDERAL CREDIT UNION ELECTRONIC STATEMENT DISCLOSURE

As used in this Agreement, the words “we”, “our”, “us” and “CNEFCU” mean Coastal New England Federal Credit Union. “You” and “your” refer to the accountholder authorized by CNEFCU to receive electronic delivery of periodic statements “eStatements” under this Agreement. “Account” or “Accounts” mean your accounts at CNEFCU.

**Agreement.** This Agreement is a contract that establishes the terms covering the electronic delivery of your periodic account statements (“eStatements”) for your accounts at Coastal New England Federal Credit Union (CNEFCU). By entering into this Agreement, you accept all the terms and conditions contained herein.

If you sign up to receive or are automatically enrolled in eStatements, the terms and conditions of the Membership Account Agreement and disclosures for each of your CNEFCU accounts, as well as your other account agreements with CNEFCU such as loans, continue to apply.

**Consent to Electronic Delivery of Account Statements (eStatements).** When you sign up for eStatements, you agree to receive your periodic account statements online through our eStatement service. ***You will no longer receive a paper copy of your statement.*** Your electronic statements will contain the same content as the paper version you have been receiving, which includes: account and transaction activity for your deposit and loan accounts (excluding credit card statement activity), electronic funds transfer transactions, year-to-date interest and error notification procedures. The choice (paper or eStatements) that is recorded on our system on the day the statement is generated will be the only method used to deliver that month’s statement.

When you sign up for eStatements, you also agree to receive online through our eStatement service any notices, disclosures, promotional materials, newsletters, and other such items normally included with the paper version of your periodic statement.

When you sign up for eStatements, you agree to provide a valid email address. You also agree to provide the credit union a notice of any changes to your email address. You may change your email address from the Online Banking desktop site under the My Info tab. You are not able to change your email address from Mobile Banking.

**Security.** You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatements for each of your accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification number and/or password. You understand that personal identification by itself, or together with information related to your account, may allow unauthorized access to your account. For security and privacy reasons, data transferred via eStatements is encrypted.

**Periodic Statements.** We will send you an email notification at your last email address of record when your eStatement is available. eStatements will be available for 12 months. If you wish to retain them longer, you should download them sometime during the 12 months.

You may also wish to print the statements. There are no special equipment requirements; your current printer is all you need.

Although you have elected electronic delivery, you have a right to receive a paper copy of your periodic statement. To request an additional paper copy from the Credit Union please call us at 508-993-0011 or write to: **Coastal New England Federal Credit Union, 93 Union Street, New Bedford, MA 02740.**

Please see our Fee Schedule for applicable statement copy fees. The current fee schedule is available at the credit union office and on our website.

**Hardware and Software Requirements.** To use the Online Banking and/or Bill Pay Service, you need a computer with a modem and a web browser (such as Netscape Navigator, Microsoft Internet Explorer, Safari or

an equivalent). You are responsible for the set-up and maintenance of your home computer, modem, and web browser. The following minimum components are required to use the Credit Union's Online Banking and/or Bill Pay Service:

- IBM Compatible PC (486 or higher)
- Windows 98 or higher
- Compatible modem (9.6 Kb or higher), phone line attached
- 16 Mb of RAM free and available
- Windows compatible monitor and video card with 256 color support configured for small fonts
- PS/2 or Serial Mouse
- Telephone line connected or other compatible service to your computer to connect to the internet
- Netscape Navigator version, or Microsoft Internet Explorer version, Safari or an equivalent

Other than email responses, our electronic records are provided in PDF Format. To access or read these records, you must install appropriate reader software, such as Adobe Acrobat Reader. If there is a change in hardware/software requirements associated with this service, we will notify you and provide an explanation of the updated hardware/software requirements. 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.

**Exclusion of Warranties.** This service and related documentation are provided "as is" without any warranty of any particular kind either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for particular purpose.

**Alterations and Amendments.** The terms of this Agreement, applicable fees, and service charges may be altered or amended by Coastal New England Federal Credit Union from time to time. In such event, Coastal New England Federal Credit Union shall send notice to you at your address as it appears on Coastal New England Federal Credit Union records. Any continuation of the service after Coastal New England Federal Credit Union sends you a notice of change will constitute your agreement to such change(s). Further, Coastal New England Federal Credit Union may, from time to time, revise or update the Coastal New England Federal Credit Union program, services, and/or related material(s) rendering prior versions obsolete.

Consequently, Coastal New England Federal Credit Union reserves the right to terminate this Agreement as to all such prior versions of the Coastal New England Federal Credit Union programs, services and/or related material(s) and to limit access to Coastal New England Federal Credit Union's more recent versions and updates.

**Your Right to Terminate.** You may withdraw your consent to receive eStatements by notifying us in writing or through the Statements tab within your Online Banking. When you notify us in writing, it may take up to thirty (30) days from receipt of your written notice of cancellation to receive your next printed statement.

**Our Right to Terminate.** You agree that we can terminate your eStatement and revert to printed mailed statements for any reason at any time.

**Assignment.** You may not assign this Agreement to any other party. Coastal New England Federal Credit Union may assign this Agreement to any present or future, directly or indirectly, affiliated company. Coastal New England Federal Credit Union may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

**No Waiver.** Coastal New England Federal Credit Union shall not be deemed to have waived any of the rights or remedies hereunder unless such waiver is in writing and signed by Coastal New England Federal Credit Union. No delay or omission on the part of Coastal New England Federal Credit Union is exercising any right or

remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**Governing Law.** The laws of the State of Massachusetts and applicable Federal laws and regulations shall govern this Agreement.