

## **E-Statement Agreement and Disclosure**

### **Definitions**

The following Agreement describes the terms between Star Choice Credit Union (referred to as “we”, “us”, “SCCU”, and Credit Union) and the member (referred to as “you”, and “your”).

### **Electronic Delivery**

This Agreement is a contract that establishes the terms covering the electronic delivery of your periodic account statement(s) and other future 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.

By entering into this Agreement, you accept the terms and conditions contained herein as well as those included in the Account Agreements and Disclosures brochure and any other agreements related to specific accounts with SCCU.

### **E-Statement Consent**

By acknowledging your agreement by clicking the “Accept” icon; you agree to the electronic delivery of your periodic account statement(s), and other future disclosures required by law, promotional materials, newsletters, and such notices via Star Online. You agree that SCCU will discontinue the mailing of printed account statements.

If there is more than one Depositor that is a party to the account, notice to any one Depositor will be effective for all.

### **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 statements(s) and notices. Our security consists of password protected, 128-bit encryption of the data on the e-statement to protect it while in transit over the Internet.

You agree that SCCU has no control as to the persons who have access to your personal computer and your password once they are in your possession. SCCU will not be liable for any unauthorized access to your personal computer or Star Online account using your password. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your personal computer or unauthorized use of your password.

### **Hardware and Software Requirements**

It is your responsibility to ensure that, if your Internet Service Provider filters your e-mail for SPAM, your filter is set to allow e-mails from starchoicecu.org in order to receive monthly notifications when your periodic account statement is available online.

In order to receive e-statements your computer hardware and software must meet the following specifications:

- Pentium class Computer
- 32 MB RAM
- 200 MB Free Disk Space
- Windows 95 or higher, or NT 4.0 Operating System
- The latest version of Adobe Acrobat Reader installed

### ***Disclaimer of Warranty***

**We make no guarantees of any kind with respect to e-statements and we do not warrant that the software program or that e-statements 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 e-statements 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.**

### ***Governing Law/Jurisdiction/Severability***

This agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota and any applicable federal laws and regulations. You irrevocably submit to the jurisdiction of any federal or state court sitting in the State of Minnesota for any action that you bring and agree that, in any action brought under this agreement, venue shall be placed in Hennepin County. A determination that any part of this agreement is invalid or unenforceable will not affect the remainder of this agreement.

### ***Address Changes – e-mail and mailing***

We will send your periodic account statement(s) and notices, to you via e-mail to the last known e-mail address provided and verified by you (as per the requirements of the set-up process). You agree to notify us promptly in writing (by letter sent via U.S. Mail) or via the e-statement option of any change to your address. For your protection we will not accept any changes via telephone. If you have not notified us of any change to your e-mail address, you agree that your failure to provide us with a good e-mail address is the lack of ordinary care on your part. If we become aware that you are not receiving your e-statement(s) and notices, we will send your statements and notices to you via U.S. Mail to your last address known to us.

### ***Statement(s)***

You must promptly review your e-statement and any accompanying items and notify us in writing or via e-mail at [tech@starchoicecu.org](mailto:tech@starchoicecu.org) (within the applicable time periods specified in the Account Agreement and Disclosures) of any error, unauthorized signature, lack of signature, alteration or other irregularity. If you allow someone other than you to review your statements, you must still review the statement for any errors or irregularities because you will be responsible unless we are notified within the established time periods. Any applicable time periods within which you must notify us of any errors on your account statements(s) shall begin on the date the e-mail is sent regardless of when you opened the e-statement.

Statements may be printed using Adobe Acrobat Reader's print function. You may request a paper copy be mailed to you at any time by contacting us at (612) 673-4523 or via e-mail @ [tech@starchoicecu.org](mailto:tech@starchoicecu.org). You will be charged for the paper statement as outlined in our Rate and Fee Schedule.

### ***Liability/Indemnification***

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE E-STATEMENT 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 E-STATEMENT SERVICES OR FOR ANY DISRUPTION OR DELAY IN PERFORMING E-STATEMENT 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 ELECTRIC 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 ANYWAY CONNECTED WITH THE PERFORMANCE OF THESE E-STATEMENTS SERVICES. YOU AGREE THAT THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

***Withdrawal of Consent***

This Agreement shall remain in full force and effective until either party terminates it. We have the right to terminate this Agreement immediately, with or without cause, or if you fail to comply with the terms of this agreement which you may have with us or any applicable rule or regulations which may govern your account(s), including the Rules.

If we terminate this Agreement for any of these reasons, such terminations 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. Any amendment or revision to this Agreement must be executed in writing by an authorized party to your account and attached to our copy of the Agreement as well as noted in our account records.

I acknowledge that I have read, understood and agree to the terms and conditions set forth in the e-statement Agreement and disclosure.