

Electronic Statement (eStatement) Disclosure Agreement

Electronic Delivery of Statements - By accepting the "Electronic Statement (eStatement) Disclosure Agreement", you agree to permit The Seneca Nation of Indians Federal Credit Union ("The Credit Union") to make disclosures and provide notices to you in electronic form, including electronic delivery of statement notifications (eStatements), instead of providing such notices and disclosures in written form for all accounts you are enrolled in now and in the future.

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 you under applicable Federal and State statutes and their implementing regulations, as amended from time to time.

Terms and Conditions of Your Electronic Statement Agreement - By entering into this Agreement, you accept all the terms and conditions contained in the Agreement. Please read it carefully.

The terms and conditions of your Account Agreement and Disclosure 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. You agree to be bound by any and all laws, rules, regulations and official issuances applicable to eStatements now existing or which may hereafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services that Credit Union may from time to time make available to you in connection with eStatements. This Agreement is binding upon your heirs and the Credit Union's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

Definitions - As used in this Agreement, the words "we", "our", "us" or "the Credit Union" mean The Seneca Nation of Indians Federal Credit Union. "You" and "your" refer to the member(s) authorized by the Credit Union to receive eStatements under this Agreement. "Account" or "accounts" means your accounts at the Credit Union.

Consent to Electronic Delivery of Account Statements - You have the right to receive monthly, printed Account statements mailed to your mailing address of record. By entering into this Agreement, you understand that the Credit Union will cease providing you with printed statements in the mail, and that all future account statements will be eStatements which will be accessible on the Credit Union home banking where you may obtain, review, print and otherwise copy/download your periodic statements. You agree to update your e-mail address in home banking. If you are unable to access home banking, please notify us immediately, via telephone or facsimile of any change in your e-mail address.

You have the right to terminate your eStatement access and receive paper statements at any time upon delivery of written notice (by letter sent via U.S. Mail) to the Credit Union. Our postal address is listed below in the section entitled "Communications between Credit Union and You." If you wish to cancel eStatements and resume receipt of paper statements, you may do so by accessing eStatements in home banking, selecting "Maintain eStatements," and changing your selection to Paper. You may also notify us in writing at the address listed below in the section entitled "Communications between Credit Union and You." If you cancel receipt of eStatements and wish to resume receiving eStatements in the future, it will be necessary for you to go through the sign up process again.

Security - You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatement for each of your The Seneca Nation of Indians Federal Credit Union accounts as soon as you receive/access it. You agree to protect the confidentiality of your account and account number, and your user ID and password. You understand that your user ID and password by itself or together with information related to your account, may allow unauthorized access to your account. You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Internet, or e-mail transmitted to and from us, will not be monitored or read by others. Your logon password is confidential information that should be known only by you. The Seneca Nation of Indians Federal Credit Union will not, for any reason, ask for your logon password. If anyone contacts you and requests this information, contact us immediately. You are responsible for keeping your logon password confidential.

Periodic Statements - By enrolling to receive eStatements, you will not receive a separate printed and mailed statement. You must promptly access/review your eStatement and any accompanying items and notify us in writing within the applicable time period specified in your Account Agreement and Disclosure of any error, unauthorized signature, lack of signature, alteration or other irregularity. If you allow someone else to access/review your statement, you are still fully responsible to access/review the statement for any errors, unauthorized signatures, lack of signatures, alterations, or other irregularities.

If you need to obtain a printed copy of a statement that has not been mailed to you because you have enrolled to receive eStatements instead, please call the Credit Union at (716) 532-8179. The Credit Union will charge a duplicate statement fee for providing this service. Review The Credit Union's current [Service Fee Schedule](#) to determine this amount.

Change in Terms - We may change any term of this Agreement at any time. If the change would result in increased fees for any Credit Union service, or increased liability for you, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will provide any required notice of the change in terms to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. If there is more than one party to the account, notice to any one-account owner will be effective for all. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts.

Disclaimer of Warranty and Limitation of Liability - We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the eStatements provided to you under this Agreement. We do not and cannot warrant that eStatements will operate without error, or that eStatements will be available at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of eStatements, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory. Further, in no event shall the liability of the Credit Union and its affiliates exceed the amounts paid by you for the services provided to you through eStatements.

Communications between the Credit Union and You - Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

Telephone: (716) 532-8179
Facsimile: (716) 532-3818
Postal Mail: 12837 Route 438
Irving, NY 14081

Consent to Electronic Delivery of Notices- You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically via e-mail, notice with instructions/links or via an e-mail with attached disclosures. You agree to notify us immediately of any change in your e-mail address.

We will send all notices, attachments and/or documents via e-mail to the last known e-mail address provided by you. You agree to notify us promptly in writing (by letter sent via U.S. Mail) of any change of your e-mail address. For your protection and for security purposes, we will not accept any change of e-mail address notices via e-mail. If you have not notified us in writing of any change of 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 e-mail, we will send all notices, attachments and/or documents to you via U.S. Mail to your last address known to us.

eStatement Procedures - You will receive an e-mail shortly after the end of each statement period (not all accounts generate monthly statements) with notification that your statement is ready and instructions on how to access your eStatement.

Hardware and Software Requirements -In order to access your eStatements online and retain the information being provided, you must currently be using a personal computer or other device capable of accessing the Internet. You must have access to an internet web browser which requires a minimum web browser version such as Microsoft® Internet Explorer (version 8.0 or higher) or Mozilla Firefox® (version 1.8 or higher) or Safari (version 5.0 or higher), and your system or device must have 128-bit SSL encryption software. You must have access to Adobe® Acrobat Reader® software (the most recent version may be downloaded free of charge at <http://www.adobe.com>) to access your eStatements.