

# E-Statement and E-Notice Service Agreement and Disclosure Terms and Conditions

**Please read this Agreement and Disclosure in its entirety.**

This Agreement and Disclosure covers electronic records, including periodic statements and consumer notices and disclosures. The words “we,” “us,” and “Credit Union” refer to Greater Valley Credit Union, and the words “you” and “your” mean you, the member, and any joint account owner. Please read this Agreement and Disclosure carefully.

## **Introduction**

E-Statement and E-Notice Service (“Service”) is the internet-based service in which Greater Valley Credit Union provides electronic account statements and electronic notices and disclosures through its online banking website. By enrolling in the Service, you understand and agree that Greater Valley Credit Union will no longer provide you with paper statements and notices or disclosures.

By entering into this Agreement, you confirm that you understand and agree to be bound by the terms and conditions for Greater Valley Credit Union’s E-Statement and E-Notice Service and have elected and authorize us, at our discretion, to electronically deliver your account statement(s), including share, share draft, credit card, or other periodic statements, and consumer notices and disclosures, which we are required to provide to you under applicable Federal and State statutes and regulations. If there is more than one account owner, notice to any one account owner will be effective for all users on the account.

## **Access to Services**

In order to access your E-Statement and E-Notice, you must: 1) enroll in E-Statement and E-Notice Service by providing and maintaining an accurate email address; 2) enroll in Online Account Access and maintain a User ID and password; 3) have an internet-enabled device such as a personal computer; 4) have an internet connection; and 5) have Adobe Acrobat Reader® software (available at no charge at <http://www.adobe.com>) installed on your internet-enabled device.

You will be notified by email when your statement is ready for viewing. This notification email will be sent to the email address which you provide to the Credit Union. Access to the Service is made through the use of your internet-enabled device, your internet connection provided by your Internet Service Provider (ISP), Greater Valley Credit Union’s online banking website, Online Account Access, and your password.

You may view, save, and print your E-Statements and E-Notices through the use of Adobe Acrobat Reader®. You may also request a printed copy of your statement or notice by contacting the Credit Union as described in this agreement under *Contact Information*.

## **Fees**

There is no charge to sign up for or to receive E-Statements and E-Notices. There is no charge to discontinue E-Statements and E-Notices, or to change the email address to which the email notice will be sent. There is a \$2.00 fee per statement, if you are enrolled in E-Statement and E-Notice Service and you request a printed statement from the Credit Union.

## **Hardware and Software Requirements**

To use the Service, your Internet browser must support 128-bit encryption. Supported browsers include Internet Explorer® 7 or above; Firefox® 3.6 or above; or Google Chrome®. Adobe Acrobat Reader® is required to view, save, and print documents. You must also have an internet-enabled device and an internet connection provided by an Internet Service Provider (ISP).

### **Cancellation of Service**

You may cancel the E-Statement and E-Notice Service at any time by calling the Credit Union during regular business hours at 559-233-0867 or toll free at 800-605-GVCU (4828). Upon cancellation, paper statements and notices will resume with the next scheduled mailing.

### **Email Address**

We will send an email notice to you to the last known email address provided by you. You agree to notify us promptly of any change in your email address. If you fail to notify the Credit Union of any change to your email address, or if you fail to retrieve messages from the email address to which we send notices, you agree that we will not be responsible for any loss that occurs as a result.

### **Use of your Security Password**

You agree not to allow anyone to gain access to the Service or to let anyone know your password used with the Service. You further agree that Greater Valley Credit Union has no control as to the persons who have access to your internet-enabled device such as your personal computer and your password. You agree that it is your responsibility to initiate and maintain security procedures to prevent any unauthorized access to your internet-enabled device or unauthorized use of your password.

### **Notice of Unauthorized Access**

If you believe that someone has obtained access to your electronic statement without your permission, immediately call the Credit Union at 559-233-0867 or toll free at 800-605-GVCU (4828).

### **Changing Your Security Password/Email Address**

You may change your password and/or email address at any time by logging into Online Account Access and clicking on the "CU Services" button. Changes made will become effective immediately.

### **Prompt Statement Review**

You agree to promptly review your electronic statement and any accompanying items. You must review the statement for errors, unauthorized transactions, alterations, or other irregularities. You agree that you are responsible for the wrongful acts of your joint account owners and agents acting on your behalf. You must notify us of any errors on your account statements within sixty (60) days from the date the statement is made available to you, regardless of when you receive and/or open the email notification or statement.

### **Error Resolution**

If you believe there is an error, unauthorized transaction, alteration, other irregularity or you need more information regarding a transaction on your statement, notify the Credit Union by telephone at 559-233-0867 or toll free at 800-605-GVCU (4828) during regular business hours. To preserve your legal rights, you should also provide this notice in writing. Send your written notice to: Greater Valley Credit Union P.O. Box 12681 Fresno, CA 93778. Providing notice only by telephone will not preserve your rights.

- Tell us your name and account number.
- Describe the error or the transaction you are questioning.
- Explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

### **Contact Information**

If you need to contact the Credit Union regarding your account or this Service, you may contact us during regular business hours, from 9 a.m. to 5 p.m., Monday through Fridays.

Mail: Greater Valley Credit Union  
P. O. Box 12681  
Fresno, CA 93778

Phone: 559-233-0867 or toll free 800-605-GVCU (4828)

Fax: 559-233-0240

Email: [memberservice@cu4you.com](mailto:memberservice@cu4you.com)

### **Limit of Liability**

Greater Valley Credit Union agrees to make reasonable efforts to ensure full performance of the Service. However, we shall have no liability for any disruption, delay, or failure to provide the Service, due to circumstances beyond our reasonable control, including, but not limited to, failure or disruption of electrical power, computer equipment, telecommunications systems, your Internet Service Provider, or weather conditions. We shall have no liability for any consequential, special, punitive damages or indirect loss under any circumstances. Greater Valley Credit Union is not responsible for any computer virus or related problems, which may be attributable to the Service.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for receiving E-Statements and E-Notices. Greater Valley Credit Union will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

Greater Valley Credit Union makes no warranties of any kind with respect to the software used to access your electronic statement and electronic notice, and we do not warrant that the software or the E-Statement and E-Notice Service will meet your specific requirements. Greater Valley Credit Union disclaims any and all implied warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

Under no circumstances will Greater Valley Credit Union be liable in contract, tort, or otherwise for any special, incidental, or consequential damage, whether or not foreseeable. By consenting to use the Service, you agree to waive any and all rights to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

### **Electronic Mail**

You agree that Greater Valley Credit Union may communicate with you by email with regard to any matter related to the Service, provided that such communication does not contain non-public personal information. Any such electronic mail sent to you by us shall be considered received within three (3) days of the date sent by us, regardless of whether or not you sign on to your specified email within that time frame.

### **Other Agreements**

In addition to this Agreement and Disclosure, you agree to be bound by and comply with the requirements of the agreements applicable to each of the accounts for which you elect to receive electronic statements and notices. Your use of the E-Statement and E-Notice Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures provided to you when you opened your account at Greater Valley Credit Union.

### **Modifications to this Agreement**

Greater Valley Credit Union may modify the terms and conditions applicable to the Service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will have been deemed to have received it three (3) days after it is sent. We reserve the right to terminate this Agreement and your use of the Service in whole or in part at any time without prior notice.

### **Governing Law**

This Agreement and Disclosure is governed by the laws of the State of California.