



## **Electronic Statement Services (eStatement) Agreement and Disclosure**

By clicking “Agree” and accessing the Polish-American Federal Credit Union (Credit Union) Electronic Statement Service (eStatements), you acknowledge acceptance of this Electronic Statement Services Agreement (the Agreement) as well as the terms as identified in the Polish-American Federal Credit Union’s Membership and Account Agreement you received when you opened your account. A copy of the Credit Union’s Membership and Account Agreement can be obtained by visiting any branch office, by e-mailing the credit union at [contact@mypafcu.com](mailto:contact@mypafcu.com) or by calling 248-619-0440 ext 10 or 11.

As used in this Agreement, the words “we”, “our”, “us” and “Credit Union” mean Polish-American Federal Credit Union. “You” and “your” refer to the account owner(s) entitled to use the eStatements Service and Internet Teller. “Account” or “accounts” means your share and/or loan accounts at the Credit Union.

### **eStatements Consent**

You must enroll in the eStatements Service and “Agree” to receive the periodic statements you are provided in connection with your share and loan accounts (except credit cards) with the Credit Union electronically. By accepting this Agreement, you give your consent to receive electronic notification of any notice or other type of communication provided to you by Polish-American Federal Credit Union. Your consent also covers all disclosures that are required or may be provided on or with your account and/or loan statements, including, but not limited, to the Billing Rights Statement required by the Truth in Lending Act and the Error Resolution Notice required by the Electronic Fund Transfer Act. We will provide you links to access all notices, attachments and/or documents.

You understand that the Credit Union will discontinue mailing printed loan and share account statements to your address of record. All future statements will be maintained on our website which you will access to obtain, review, print, and copy or download. Each statement period we will send an e-mail notice to the e-mail address associated with your account advising you of the availability of your eStatement. You may then access your statement and any additional required disclosures from our secure site.

### **Joint Accounts**

If your account is joint with another person, one of you may consent to receive disclosures electronically and that person’s election to receive eStatements shall apply to both of you. We will then send the notice regarding the availability of your eStatements to the e-mail address of the Primary Member in lieu of providing a paper statement.

### **Hardware and Software Requirements**

To access your eStatements, you will need a personal computer that has the capability of running software that can access the Internet and that can send and receive electronic mail. For accessing the Internet you may use most major browsers (Internet Explorer, Firefox, or Netscape).

To open and view an eStatement and disclosures you must have Adobe Acrobat Reader software. This will allow access in .pdf format. You may download the latest version of Adobe Acrobat for free at [www.adobe.com](http://www.adobe.com).

To retain a copy of your statement, you will need a printer attached to your computer capable of printing Web pages. To save your statements on your computer you can use the "Save" feature of your Internet software to save the pages to your hard drive or to some other media.

If there is a change in the hardware/software requirements associated with this Service, we will notify you and provide an explanation of the updated requirements. You will not be charged a fee from Polish-American Federal Credit Union for any system change made that impacts the acceptance of our electronic services. 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 any time at no cost to you. See Your Right to Withdraw Your Consent below. Withdrawing your consent will terminate your eStatement Service.

## **System Access**

Access to this service may be unavailable at times due to scheduled maintenance, unscheduled maintenance, or system outage. In addition, both environmental and physical events may occur that may cause the system to become unavailable. The Credit Union will make every reasonable effort to ensure optimum availability. However, the Credit Union is in no way liable for the unavailability of the system or any damage that may result from system unavailability. The Credit Union disclaims any and all liability that relate to the improper use of this system. We are not responsible for any damage that may occur to your personal computer from the use of this service or the data transmitted through the account access link.

## **eStatement Available Notification**

Each month we will send an e-mail notice to the e-mail address associated with your account advising you of the availability of your eStatement. You will be required to log in through the Internet Teller to access your statement. Should your e-mail address or physical mailing address change, it is your responsibility to notify us.

## **Change of E-mail Address**

You agree to notify us promptly of any change of your e-mail address. This notice of change may be provided via the "Member Options" menu on our secure site. You may also notify us by fax at 248-619-3230 or mailing the new e-mail information to: Polish-American Federal Credit Union, 2889 E. Maple, Troy MI 48083. You may also visit any branch office to make this change.

## **Electronic "Signature" Agreement and Security**

You agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide the Credit Union instructions while participating in our eStatement Service; or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures, or conditions, constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to validate your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union. You agree and acknowledge that you will keep your password, login and other security questions and identification data confidential, and you will immediately notify the Credit Union should you believe that your password, login, or other identification data has been lost, stolen, or that an unauthorized person has electronically accessed your account.

## Duty to Review Periodic Statements

Your eStatement will be produced monthly. You must promptly access/review your eStatement and notify us in writing within the applicable time period as specified in your Membership and Account Agreement or Loan Agreement, whichever is applicable, of any error, unauthorized transaction, or other irregularity. If you allow someone else to access your statement, you are still fully responsible to review the statement for any errors, unauthorized transactions, or other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement (see the Polish-American Federal Credit Union Membership and Account Agreement) shall begin on the Statement date regardless of when you receive and/or open the eStatement.

## Your Right to Request Paper Documents

You have the right to request paper documents at any time. Polish-American Federal Credit Union does not require you to accept electronic documents. However, certain fees may be assessed for issuing paper statements.

## Your Right to Withdraw Consent

You have the right to withdraw your consent to have your statements provided in an electronic form. Withdrawing your consent will terminate your eStatement Service. You may withdraw your consent by notifying us in writing at 2889 E. Maple, Troy, MI 48083; faxing to 248-619-3230, by sending an e-mail to [contact@mypafcu.com](mailto:contact@mypafcu.com) or by calling 248-619-0440. You may also withdraw your consent by visiting any branch office. Once your withdrawal is processed by us, a printed copy of your next periodic statement will be mailed to your current address of record with the Credit Union. If you withdraw consent to receive eStatements for your checking account, a monthly maintenance fee will be assessed.

## Security

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatement and corresponding disclosures for each of your Credit Union accounts as soon as you access them. You agree to protect the confidentiality of your account and account number, and your personal identification information, as well as your driver's license number and social security number. You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account.

You further acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication that we, in good faith, believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to any e-mail at either the address provided with the communication, the e-mail address provided to us by you with your Account Card, Electronic Services Application, Electronic Funds Transfers Agreement and Disclosure or with any other application or communication actually received by us.

Although we have no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is at the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

## **Governing Law**

This agreement, including the validity of any signatures or consents, any claim, or disputes arising hereunder shall be construed in accordance with and governed by the laws of the State of Michigan.

## **Requesting a Paper Copy of a Statement**

Requests for paper copies of a statement can be made by sending an e-mail to [contact@mypafcu.com](mailto:contact@mypafcu.com) or by calling 248-619-0440. Certain fees may be assessed for issuing paper statements.

## **Additional Terms and Conditions of Your Electronic Statement Agreement**

The terms and conditions of your Membership and Account Agreement 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. This Agreement is also subject to applicable federal laws and the laws of the State of Michigan. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. 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.

## **Change in Terms**

We may change any term of this Agreement at any time. If you do not wish to accept the change, you may terminate this Agreement by withdrawing your consent to receive statements and notices electronically. See Your Right to Withdraw Your Consent.

## **Our Right to Terminate**

You agree that we can terminate our eStatements Service and revert to printed mailed statements and disclosures for any reason at any time.