# e-Statement and e-Notice Usage Agreement

Fort Lee Federal Credit Union is required by law to provide periodic statements and certain notices to you. We may provide statements and notices to you electronically if we present this disclosure and obtain your consent to receive statements and notices electronically. Your consent covers monthly statements related to your accounts, general membership notices, any change-in-terms notices and other information or communication regarding your accounts, services and products. We will use information collected from you only as necessary to assist in processing statements and notices according to the terms set forth below.

## **RECEIPT OF DISCLOSURES:**

In the event you wish to receive copies of this agreement on paper, please contact us by visiting a branch, writing to us at 4495 Crossings Blvd, Prince George VA 23875, or calling us at 804-452-0736. At any point you may withdraw your consent to receive disclosures and notices electronically, you will not be charged a fee if you choose to terminate receipt of statements, notices and/or disclosures via electronic means.

# HARDWARE AND SOFTWARE REQUIREMENTS

To access and retain copies of your online statements or notices, you must have Internet access with a compatible browser. For technical assistance please contact your Internet Service Provider.

#### **PASSWORD POLICY**

Retrieval of e-Statements and e-Notices require both logon ID and a password. Anyone with knowledge of both a logon ID And password can gain access to e-Statements, e-Notices and the available information regarding your account. Accordingly, all logon IDs and passwords must be kept secret. By agreeing to the terms and conditions of this Agreement, you agree to be solely responsible for the confidentiality and use of your logon ID and password.

As a condition of use, you must tell us AT ONCE if you believe your password has been lost or stolen. You may do so by contacting us by phone at 1-804-452-0736, or toll free 1-800-782-7599, or e-mailing us at <a href="mailto:memberservices@fortleecu.org">memberservices@fortleecu.org</a>

Fort Lee Federal Credit Union reserves the right to reset any Passwords that may have been lost or stolen.

## **CONFIDENTIALLITY OF INTERNET**

Fort Lee Federal Credit Union may collect your IP address, domain name and may request your e-mail address. Fort Lee Federal Credit Union will store and protect this information in the same manner we store and protect other personal member information. We will only disclose information to third parties about your account or the transfers you make:

- **A.** In order to comply with a government agency or court orders, or
- **B.** If you give us your written permission.

## **SECURITY OF SITE**

Fort Lee Federal Credit Union only collects personal information to serve its legitimate business purposes. We use standard security technology to protect personal information. We are not responsible for any breach of security or for the actions of any third parties that may obtain any personal information. Fort Lee Federal Credit Union will not be responsible for any loss resulting from a cause over which it does not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, computer viruses, unauthorized access,

7/14/2020 1

theft, operator errors, severe weather, earthquakes or natural disasters, strikes or other labor problems, wars or government restrictions. Users of e-Statements and e-Notices may review and correct personal information about them maintained by Fort Lee Federal Credit Union by selecting the *Settings* section within Online Banking.

Use of e-Statements and e-Notices is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations. Although we have tried to create a secure and reliable service, the confidentiality of any communication transmitted over the Internet cannot be guaranteed. Accordingly, Fort Lee Federal Credit Union and its affiliates are not responsible for the security of any information transmitted via the Internet. Actual or attempted unauthorized use of e-Statements and e-Notices may result in criminal and/or civil prosecution. For your protection, Fort Lee Federal Credit Union reserves the right to view, monitor and record activity without notice or permission from you. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity on e-Statements and e-Notices. Fort Lee Federal Credit Union will also comply with all court orders involving requests for such information.

#### **USE OF e-STATEMENTS AND e-NOTICES**

By accepting this Agreement, you authorize your Fort Lee Federal Credit Union statements and notices to be delivered to you through Online Banking. Once you enroll in e-Statements and e-Notices you will **no longer** receive paper statements or notices. You may print the statement using your browser's print function or you may request a paper copy of your statement or notice by calling us 1-804-452-0736 and paying a \$2.00 fee per paper statement. We will retain 18 month history of your electronic statements, which will begin accumulating from the date you sign up for this service. You are able to print a copy of your statement by going to any account detail in Online Banking and clicking on Online Statements to view the available statements or notices.

## ADDITIONAL INFORMATIOIN ABOUT MONTHLY COMBINED STATEMENTS AND OTHER NOTICES

Your monthly combined statement provides you with transaction history for your Share, Share Draft, Money Market, Certificate, IRA, Loan, Mortgage accounts, as applicable. If you have more than one primary account, you agree to receive all of your primary combined account statements electronically.

In addition to your monthly combined statement(s), Fort Lee Federal Credit Union will also send your annual Privacy Notice, general membership notices and any change-in-terms notices for your accounts through the electronic message system within Fort Lee Federal Credit Union Online Banking.

# **REGISTRATION**

When registering for e-Statements and e-Notices, you represent and warrant that:

- A. you are 18 years old or older;
- **B.** you are using your actual identity and that any information you provide to Fort Lee Federal Credit Union is accurate and complete and
- **C.** your registration with Fort Lee Federal Credit Union and use of e-Statements and e-Notices will not violate any local, state, national or international laws or regulations.

# **ERRORS OR QUESTIONS**

If you have any questions or suspect any fraudulent activity on your account, please contact us by calling 1-804-452-0736 or 1-800-782-7599, sending an email to <a href="mailto:memberservices@fortleecu.org">memberservices@fortleecu.org</a> or writing to us at 4495 Crossings Blvd., Prince George VA 23875.

7/14/2020 2

#### WARRANTY

The foregoing shall constitute Fort Lee Federal Credit Union's entire liability and your exclusive remedy. In no event shall Fort Lee Federal Credit Union be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of the equipment, software, and/or this service.

#### **EXCLUSIONS OF WARRANTIES**

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

#### **UPDATE CONTACT INFORMATION**

You agree to promptly change your User Profile within e-Statement site and your Personal Information within Settings tab with your updated e-mail address when any change occurs.

#### WITHDRAWAL OF CONSENT

In the event you wish to discontinue this service, you must initiate de-enrollment within e-Statement and e-Notice or contact Member Services at 1-804-452-0736. We may terminate service to you at any time and/or revoke your right to use the service. Neither termination nor discontinuation shall affect your liability or obligations under this Agreement. In a case of discontinuation or termination of service paper statements will be mailed to you at the address we have on file.

#### **LIMITATION**

Your enrollment in this service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in this service, you agree that we reserve the right to obtain financial information regarding your account from a financial institution to resolve payment-posting problems.

#### OTHER TERMS AND CONDITIONS

The terms and conditions set forth here are for the e-Statement and e-Notice services. They do not change any tariffs or other regulations governing the terms and conditions pursuant to which Fort Lee Federal Credit Union regulations governing the terms and conditions pursuant to which Fort Lee Federal Credit Union provides you use of the Fort Lee Federal Credit Union website. This Agreement shall be governed by the laws of the state in which you live at the time of the transaction, without regard to the choice of law or conflict of law rules thereof. Fort Lee Federal Credit Union reserves the right to terminate this agreement. Fort Lee Federal Credit Union will notify you of any changes as required by federal law.

7/14/2020 3