

ESTATEMENT USER AGREEMENT

Agreement. This Agreement is a contract that establishes the terms covering the electronic delivery of your periodic account statements (“eStatements”) for your accounts at Southbridge Credit Union (SCU). By entering into this Agreement, you accept all the terms and conditions contained herein. Please read it carefully. When you receive eStatements, the terms and conditions of the deposit agreement and disclosures for each of your SCU accounts, as well as your other agreements with SCU such as loans, continue to apply.

Consent to Electronic Delivery of Account Statements (eStatements). When you are signed up for eStatements, you agree to receive your periodic account statements online through our Online Banking program. Your electronic statements will contain the same content as the paper version you have been receiving, which includes: account balances, transaction activity, electronic funds transfer information, year-to-date interest, and error notification procedures. The choice (paper or eStatements) that is recorded on our system on the day the statement is generated will be the only method used to deliver that month’s statement. You should allow 3 business days for any online change requests to become available.

Security. eStatements utilize state-of-the-art encryption technology such as SSL (Secure Socket Layer) to protect the transmission of data to and from our users. SSL allows software to communicate with Web servers in a secure, encrypted manner. All user sessions employ a 128-bit global unique identifier (GUID). Your eStatement files are not generated (and do not exist on the web server) until you log in with a legitimate Username and Password to our Online Banking program. eStatements, when downloaded for viewing, are temporarily stored at a randomly generated Uniform Resource Locator (URL) address on the eStatement server. These files are automatically removed from the server within 30 minutes. The eStatement server resides behind firewalls, which block unwanted access. 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 accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification number and/or password. You understand that personal identification by itself, or together with information related to your account, may allow unauthorized access to your account. We cannot and do not warrant that **email**, transmitted to and from us, will not be monitored or read by others.

Periodic Statements. Your statement will become available on the eStatements site (located within our Online Banking Program) incrementally each month – or quarterly depending on activity of the account – or semi-annually for certificates – after you enroll for the service. You can download them to your computer and you can print them. There are no special equipment requirements; your current printer is all you need. There are no fees or account restrictions for using eStatements. Additionally, you have unlimited access to your active statements via eStatements. Please note, if you request an additional paper copy from the Credit Union, there may be a charge. In order to access your eStatements, you will need “Adobe Acrobat Reader.” This is free software that can be downloaded from the SCU website.

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

Alterations and Amendments. The terms of the Agreement, applicable fees, and service charges may be altered or amended by Southbridge Credit Union from time to time. In such event, Southbridge Credit Union shall send notice to you at your address as it appears on Southbridge Credit Union records. Any continuation of the Service after Southbridge Credit Union sends you a notice of change will constitute your agreement to such change(s). Further, Southbridge Credit Union may, from time to time, revise or update the Southbridge Credit Union program, services, and/or related material(s) rendering prior versions obsolete. Consequently, Southbridge Credit Union reserves the right to terminate this Agreement as to all such prior versions of the Southbridge Credit Union programs, services, and/or related material(s) and to limit access to Southbridge Credit Union’s more recent versions and updates.

Your Right To Terminate. You may withdraw your consent to receive eStatements by notifying us in writing. If you notify us in writing, it may take up to thirty (30) days from receipt of your written notice of cancellation for you to receive your next periodic printed mailed statement, with all subsequent printed and mailed statements arriving monthly, quarterly, or semi-annually thereafter.

Our Right To Terminate. You agree that we can terminate your eStatements and revert to printed mailed statements for any reason at any time.

Assignment. You may not assign this Agreement to any other party. Southbridge Credit Union may assign this Agreement to any present or future, directly or indirectly, affiliated company. Southbridge Credit Union may also assign or delegate certain of its rights and responsibilities under this agreement to independent contractors or other third parties.

No Waiver. Southbridge Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Southbridge Credit Union. No delay or omission on the part of Southbridge Credit Union in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Captions. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this agreement.

Governing Law. The laws of the State of Massachusetts and applicable Federal laws and regulations shall govern this agreement.

Communications Between SCU and You. If you have any questions regarding our eStatement service, please email info@sbgecu.org. Or you may call 508-765-5454 or 888-599-2265, or write to: Electronic Services, Southbridge Credit Union, P.O. Box F, Southbridge, MA 01550.