

By clicking I Accept, you confirm that you have read the terms and conditions, that you understand them and that you are in compliance with them. **YOU WILL NO LONGER RECEIVE A PAPER STATEMENT IN THE MAIL.** Please note that you must enroll by the 20<sup>th</sup> day of any given month to ensure that you receive your statement in electronic form for the month and to avoid a paper statement fee. If your request is not received by the 20<sup>th</sup> day of the month, you may still receive a paper statement or still be assessed a paper statement fee.

### **EStatement Services Agreement**

This Agreement describes your rights and obligations as a user of the eStatement Service ("Service"). It also describes the rights and obligations of InTouch Credit Union. Please read this Agreement carefully. By pressing the "I Accept" button below, you elect and authorize us, at our discretion, to electronically deliver your account statement(s), disclosures, newsletters and other notices (collectively "documents") which we are required, or otherwise wish to provide to you, under applicable Federal and State statutes and their implementing regulations, or as otherwise applicable.

Other Federal and State statutes may be enacted or amended in the future to provide for electronic delivery of account statements and other documents. Your acceptance below also authorizes us, at our discretion, to provide electronic delivery of such statements and/or documents pursuant to these statutes after they become effective. If there is more than one owner that is a party to the account, notice to any one account owner will be effective for all.

You further agree to comply with the supplemental terms and conditions set forth in this agreement, which are set forth below.

### **Definitions**

The following definitions apply in this Agreement.

"EStatement" is the Internet-based service in which InTouch Credit Union delivers periodic encrypted account statements to a secure web site. "Email" messages are sent to the email address you specify as a convenience when statements are posted for your retrieval "We" "us", "InTouch Credit Union", or "ITCU" refers to InTouch Credit Union, which offers the Service, and which holds the accounts for which statements are being provided through the Service.

### **Access to Services**

You will gain access to your eStatement through the use of your Internet-enabled device, your Internet Service Provider, your electronic mail Provider, and successfully logging into ITCU Digital Banking.

### **Security Measures**

We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronically delivered account statement(s). Our security consists of 128-bit encryption of the data contained in the electronic statement to protect it while in transit over the Internet.

You understand that these industry standards are dynamic and constantly developing. By accepting this agreement, you acknowledge and understand that there are risks to electronic delivery of account statement(s), including, but not limited to, delay or failure of delivery due to technical difficulties, weather conditions, matters beyond our reasonable control, or interruption and/or alteration of such account statement(s) by third parties in spite of ITCU's commercially reasonable security measures.

By accepting this agreement, you represent that you have considered our security measures, and find that our security measures are commercially reasonable. In reaching this conclusion, you have considered the historical and potential future content of your statement(s), the risks associated with electronic delivery of account statement(s), and our security procedures. If you conclude that our security procedures cease to be commercially reasonable in the future, you must terminate this agreement immediately in accordance with the procedure outlined below.

### **Required Computer Specifications**

To receive electronic statements, your computer or device will need a current version of a modern web browser, such as:

- Google Chrome (latest version)
- Mozilla Firefox (latest version)
- Microsoft Edge (latest version)
- Apple Safari (latest version)

We recommend keeping your browser updated to the most recent version for optimal performance and security.

You will also need a PDF reader to view statements. Most modern browsers include built-in PDF viewing capabilities, but you may also use Adobe Acrobat Reader for additional features.

### **Email Address**

We will send your periodic account statement notice indicating it is available for review to you via email to the last known email address provided by you. You agree to notify us promptly of any change of your email address using the procedures set forth below. If you have not notified us of any change to your email address, you agree that your failure to provide us with a good email address is the lack of ordinary care on your part, and we will not be responsible for any loss that occurs as a result of this failure. If we become aware that you are not receiving your eStatement(s), we will send your Statement(s) to you via U.S. Mail to your last address known to us, provided, however, we will have no liability for our failure to do so except as otherwise provided for in any applicable Federal statute.

### **Notice of Unauthorized Access**

If you believe your electronic statement has been lost or stolen, or that someone has obtained access to your electronic statement without your permission, immediately call any InTouch Credit Union location between 9:00 a.m. and 4:00 p.m. (Central Standard Time), and ask for the Contact Center.

### **Changing Your Email Address**

If you would like to change your email address, you may do so by clicking on the “My Profile” link within the e-statement platform.

### **Prompt Statement Review**

You must promptly review your electronic statement and any accompanying items. If you discover any errors, unauthorized signatures or alterations, you must promptly notify us of the relevant facts by writing us at the address listed below. You may also telephone us at 800-337-3328, but doing so will not preserve your rights.

InTouch Credit Union  
Attention: Contact Center  
PO Box 250169  
Plano, TX 75025

Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the day it is sent to you by email, regardless of when you receive and/or open the eStatement. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

### **Limit of InTouch Credit Union and Other Provider's Responsibility**

InTouch Credit Union agrees to make reasonable efforts to ensure full performance of the eStatement Service. We shall have no liability for failure to perform any eStatement Service, or for any disruption or delay in performing eStatement Service, in the event such failure, disruption, or delay is due to circumstances beyond our reasonable control, including, but not limited to, failure or disruption of electrical power, computer equipment, telecommunication 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. InTouch 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 eStatements. InTouch Credit Union will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

We make no warranties of any kind with respect to the software program used to access your electronic statement, and we do not warrant that the software program or the eStatement Service will meet your specific requirements. We make no warranties of any kind, whether expressed or implied, with respect to the use and adequacy of the software program or the eStatement Service we provide under this

agreement. We disclaim 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 InTouch Credit Union be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the Services, 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.

### **Other agreements**

In addition to this Agreement, you and InTouch Credit Union 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. Your use of the eStatement Service is your acknowledgment that you have received these agreements and agree to be bound by them. You should review other disclosures received by you when you open your accounts at InTouch Credit Union.

### **Modifications to this Agreement**

InTouch 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 receive it three (3) days after it is sent. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

### **Inactivity / Termination**

To cancel the eStatement Service, you may notify InTouch Credit Union by one of the following methods:

(1) By clicking on the "My Profile" link within the eStatement platform and selecting "Printed Statements" as your preferred Statement Type. You can find this setting in the "Enrollment Information" section of the "My Profile" page.

(2) By writing a letter and either sending it to the following address or giving it to an ITCU employee at a branch:

InTouch Credit Union  
Attention: Contact Center  
PO Box 250169  
Plano, TX 75025

### **Governing Law**

This Agreement is governed by the laws of the State of Texas and applicable Federal law.

### **Fee Schedule**

InTouch Credit Union offers the benefits and convenience of the eStatement Service to you free of charge. There is a fee for each paper statement you receive. Click [here](#) to access our fee schedule.