



ELECTRONIC STATEMENT (eStatement) AGREEMENT

This Disclosure and Agreement (“Agreement”) is the contract which covers your and our rights and responsibilities concerning the Electronic Statement Service offered to you by Ventura County Credit Union (VCCU). This service permits you to access your periodic Ventura County Credit Union statements electronically via our website. In this Agreement, the words “you,” “your,” and “yours” mean the person electronically signing this Agreement and any joint account owners or any person authorized to use your services. The words “we,” “us,” and “our” mean VCCU. By signing below and/or using the service, each of you, jointly and severally, agree to the terms and conditions of this Agreement, and any amendments.

PLEASE READ THIS DISCLOSURE AND AGREEMENT CAREFULLY AND SAVE OR PRINT A COPY FOR YOUR RECORDS.

Electronic Statement Access

In order to access your Electronic Statements online, you must have an active Online Banking service established with the Credit Union. Online Banking is accessed through the VCCU website at www.vccuonline.net. A user name and password is a required to access online banking.

Online Banking is generally available 24 hours a day, 7 days a week. However, service may be unavailable from time to time for routine software or hardware maintenance or due to scheduled down time.

Members and account owners acknowledge that anyone with Online Banking access to your account may access Electronic Statements. Your Electronic Statements will be available for viewing for a rolling 12 month period.

Terms

The terms of this Agreement are in addition to the terms of any deposit account agreements you have with us, including, but not limited to, the 1) Membership and Account Agreement 2) Truth-in-Savings Disclosures 3) Funds Availability Policy Disclosure 4) Privacy Notice Disclosure 5) Electronic Fund Transfers Agreement and Disclosure, and any Changes of Terms notices.

System Requirements

To receive the applicable disclosures electronically, you must have a computing device capable of running the current or prior major release of Microsoft Internet Explorer, Google Chrome, Mozilla Firefox, or Apple Safari (Apple devices only). Beta versions are not supported. In addition, you must have PDF viewing software installed and able to operate as a plugin to a supported browser. You will also need access to the Internet with an email address and the capability of receiving downloads of up to 5MB.

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 hardware/software requirements. It is your sole responsibility to ensure your personal computer and related equipment are compatible with and capable of operating in a manner that allow you to utilize the Electronic Statement service. If you cannot meet the requirements for any reason, you have the right to withdraw your consent at that time at no cost to you.

Consent to electronic delivery

You agree to receive your periodic statement, future disclosures required by law, other notices, newsletters, special offers, and promotional materials electronically and not to receive a paper statement until specifically requested by you. You further understand that we will notify you by email about any changes in terms or fees to the above services and disclosures. You also understand that these updated disclosures will be made available to you electronically. Your electronic statements will contain the same information 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. You acknowledge that, for your records, you are able to use Electronic Access to retain a record by printing and/or downloading and saving the following: 1) this Agreement; 2) all Member Service communications; and 3) any other Agreements, documents, or records that you sign using your Electronic Signature.

Right to Receive Paper Statements

Once you enroll in this voluntary Electronic Statements Service, your paper statement will no longer be sent to you. Although you will have elected electronic delivery by enrolling in this Service, you do have the right to receive a paper copy of your periodic statement. To request a copy of your periodic statement:

Call us: 800-339-0496;
Write to: Ventura County Credit Union,
PO Box 6920,
Ventura, CA 93006-6920;

E-mail: memberservicecenter@vccuonline.net

You acknowledge that VCCU reserves the right, at its discretion, to charge you a reasonable fee per statement copy as may be specified in the Fee Schedule that is in effect at the time of your request, unless prohibited by law.

Canceling Electronic Statements

You have the right to withdraw your consent to receive Electronic Statements at any time. If you elect to withdraw your consent, there is currently no cost to you and your participation in the Service will be terminated.

You may cancel Electronic Statements at any time by clicking on the enrollment button and changing electronic delivery to paper or you may contact the Credit Union by one of the following options:

Call us: 800-339-0496 during normal business hours

Write to: Ventura County Credit Union,
PO Box 6920,
Ventura, CA 93006-6920

E-mail: memberservicecenter@vccuonline.net

Your cancellation will become effective after we have received your request and have had a reasonable opportunity to act on it. Paper copies of past statements are subject to the standard duplicate statement fee as provided in your Fee Schedule.

Notification – Updating email address

Ventura County Credit Union will notify you through your email address when your Electronic Statement is available for viewing within Online Banking. The Credit Union uses the email address provided in Online Banking to send your Electronic Statement notifications. You are responsible for notifying the Credit Union of your most current email address. You may modify your email notification address by accessing “Profile” within VCCU’s Online Banking service, which is accessible through VCCU’s web page at www.vccuonline.net. If the Credit Union learns that you are no longer receiving our email notifications, the Credit Union may discontinue sending Electronic Statement notifications. The Credit Union will make a reasonable attempt to redeliver your notification electronically. However, you agree that the Credit Union is not obligated to verify that you are receiving your Electronic Statement notifications or accessing your Electronic Statements.

Our Right to Terminate

You agree that we can terminate your Electronic Statement access and revert to printed mailed statements for any reason at any time.

Our Liability

VENTURA COUNTY CREDIT UNION WILL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY, WHETHER CAUSED BY THE EQUIPMENT, SOFTWARE, AND/OR ONLINE BANKING SERVICE, NOR SHALL WE BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF YOUR EQUIPMENT, SOFTWARE AND/OR ONLINE BANKING, EXCEPT WHERE THE LAW REQUIRES A DIFFERENT STANDARD. We do not make any warranties concerning the equipment, the software, or any part thereof, including, without limitation, any warranties of fitness for a particular purpose or warranties of merchantability. We also accept no responsibility for your email address or for anyone accessing your emails.

Contractual Agreements/Modifications

This Agreement supplements and modifies other agreements that you may have with the Credit Union. To the extent that this Agreement and another agreements contain conflicting provisions, this Agreement will govern the electronic delivery of disclosures and statements, but all other contractual obligations of the parties remain subject to the terms of any other agreements.

Alterations and Amendments

The terms of this Agreement, applicable fees, and service charges may be altered or amended by VCCU from time to time. In such event, VCCU shall send notice to you at your address as it appears on VCCU records. **[Does the Credit Union mail these notices or send them electronically? If electronically, this sentence should be changed accordingly.]** Any continuation of the service after VCCU sends you a notice of change will constitute your agreement to such change(s).

Governing Law

The laws of the State of California and applicable Federal laws and regulations shall govern this Agreement.

Electronic Signature

By clicking "Submit" below, you are applying your Electronic Signature to this Agreement to indicate that you would like to be enrolled in our eStatements Service and that you understand and agree to the terms and conditions hereof.

SUBMIT