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

## Please read this document carefully and print or save a copy for your records

The terms "We", "Us", "Our", and "Credit Union" refer to Southern Security Federal Credit Union, and "You", "Your", and "Yourself" refer to each person applying for use of electronic statements, disclosures, signatures and documents.

Pursuant to the federal Electronic Signatures in Global and National Commerce (ESIGN) Act, we must obtain your consent prior to delivering legal disclosures to you in an electronic format.

### **eStatement Access**

By accessing your online periodic statements you will be able to view and print your periodic account and transaction activity for your deposit and loan accounts. Once enrolled in eStatements you will receive electronic notification via email that your statement is ready for viewing on the credit union's online banking site upon login.

#### Consent:

Southern Security Federal Credit Union may occasionally be required by law to provide you with certain written notices or disclosures. This agreement discloses certain information to you that we are required to provide before obtaining your consent to receive such legally required notices and disclosures by electronic means. This agreement also obtains your consent to electronically receive such legally required statements, notices and disclosures (i.e., "required information") in a matter that reasonably demonstrates your ability to access and retain the required information.

Your consent will apply to any Communications that we may choose to make available in electronic format, to the extent allowed by law, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and disclosures includes:

- All legal and regulatory disclosures and communications associated with opening deposit
  accounts, products and services for those accounts or loan application or your actual loan
  including those disclosures required by the Real Estate Settlement Procedures Act, the Truth in
  Lending Act and the Mortgage Disclosure Improvement Act and Equal Credit Opportunity Act.
- eStatement notifications and access.
- Notices or disclosures about a change in the servicing of your account, loan or any products or services for the account and/or loan.
- Privacy policies and notices.
- Records and documents relating to any of your accounts or loans with Southern Security Federal Credit Union as long as we have a continuing relationship.
- Notices, Alerts or reminders of any delinquencies on any of your accounts or loans with Southern Security Federal Credit Union.

If you would rather not submit your application online or do not want to receive your statements, disclosures, signatures or documents in electronic format, you should exit this area of our website or mobile device.

# **Hardware and Software Requirements**

Prior to accepting the electronic delivery of disclosures, you should verify that you have the required hardware and software necessary to access and retain Documents and Disclosures in an electronic format. You will need:

- Internet access
- A computer and internet browser that supports 128-bit encryption
- The most up to date version of Adobe Reader, which can be downloaded free from <a href="http://get.adobe.com/reader">http://get.adobe.com/reader</a>.
- A printer connected to your computer, or sufficient hard drive space or other media (e.g. USB drive or CD) if you plan to download and save documents and disclosures in electronic format

You will have the ability to download and/or print the disclosures we send to you. You may also request from us, at any time, a paper copy of the disclosures that we provided to you in electronic form. To request a paper copy, please call us at 1-800-633-4128. We may charge you a reasonable fee for delivery of paper copies already provided electronically.

You are solely responsible for providing, maintaining, and updating your contact information and other information pertaining to this Disclosure current with us. You must keep your email address current with us. To update your email address, call us at 1-800-633-4128 or email us at mycu@southernsecurity.org.

In accordance with the E-Sign Act, electronic communications of the Documents will be considered "in writing" for the purposes of other federal and state laws. Your consent to the electronic delivery of the Documents falls under the jurisdiction of the E-Sign Act, and that We and You intend to comply to the fullest extent possible.

Southern Security Federal Credit Union will use our best efforts to deliver your eStatements in a timely manner and in accordance with any applicable time required by law. However, we incur no liability if we are unable to deliver your eStatements because of the existence of one or more of the following circumstances:

 Our website or online banking is not working properly and you know or have been advised of this malfunction; or  Circumstances beyond our control (such as, but not limited to, fire, flood, interruption in telephone service or other communication lines, interference from an outside force, legal restriction or delays in mail service) prevent proper delivery and we have taken reasonable precautions to avoid these circumstances.

### **Changes and/or Termination**

Except as otherwise required by law, rule or regulation, we may change the terms of this Agreement at any time. When changes are made we will update this Agreement on online banking. Online banking will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. If such a change is made, and it can't be disclosed without jeopardizing the security of the system, this Agreement will be updated within thirty (30) days after the change. You will be notified as soon as possible when any changes are made which materially affect your rights. As always, you may choose to decline changes to this Agreement by discontinuing in the eStatement service. Your continued enrollment in the eStatement service is your acceptance of this Agreement. Changes to fees or terms applicable to eligible accounts are governed by the Agreement otherwise governing the applicable account.

By clicking Accept, you confirm that you have the hardware and software described above, that you are able to receive and review Electronic Communications, you have access to CU Online and that you have an active email account.