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## E-Statement Agreement

**IMPORTANT:** Please print and retain this agreement.

### **ELECTRONIC DELIVERY OF STATEMENTS AND ACCEPTANCE OF E-STATEMENT SERVICES:**

Please read this Electronic Statement Agreement (the "Agreement") carefully and save or print a copy for your records. You can affirmatively agree to the e-Statement Services (as defined below) by accessing your online banking account. Upon reviewing the e-Statement agreement you will be asked to select "I Agree", which constitutes your written signature and consent to be bound by the terms of this Agreement and that you agree to the following:

1. That HFS Federal Credit Union ("HFS FCU") may provide you with electronic records instead of paper copies of the following categories of records: (1) periodic statements; (2) Account notices (e.g., maturity of time deposit accounts, Courtesy Pay, and NSF notices for insufficient funds); (3) notices of initial preauthorized Electronic Funds Transfers ("EFTs"); (4) tax reports (such as Form 1099s); (5) responses to disputes regarding EFTs and Truth in Lending loan transactions; (6) initial and amended account agreements and disclosures; (7) annual notices of EFT and privacy policies; and (8) member newsletters ("Member Notices") (collectively the "Documents") (the electronic provision of the Documents is referred to as "e-Statement Services");
2. That you affirmatively consent to the receipt of all of the Documents electronically;
3. That you are requesting that HFS FCU discontinue the mailing of the Documents until such time that you affirmatively withdraw your consent to receive the Documents electronically; and
4. Consent to and acknowledge that you have read, understand and agree to be bound by the terms and conditions of this Agreement.

Periodic statements and other notices for credit card accounts will be mailed to you or you may elect to receive these electronically by accessing your online banking account and selecting the menu option labeled "View Credit Card".

**HARDWARE AND SOFTWARE REQUIREMENTS:** You must have a computer or mobile device with access to the Internet through an Internet Service Provider ("ISP") that supports SSL and 256-bit encryption. You need an operating system (currently supported Microsoft® Windows or Apple Operating System), a modem, and a current browser (Microsoft Internet Explorer, Safari, Google Chrome, Firefox). HFS FCU is not responsible for any loss, damage or claim caused by your ISP, software, or computer communication equipment. 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 allows you to utilize the e-Statement Services.

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. Withdrawing your consent will terminate your e-Statement Services.

**CONSENT TO ELECTRONIC DELIVERY OF ACCOUNT STATEMENTS AND OTHER MEMBER**

**NOTICES:** Once you consent to the HFS FCU's e-Statement Services, you agree that HFS FCU need not provide you with monthly, printed account statements and other Member Notices by mail to your postal address. Instead, each month we may send an e-mail notice to you advising you of the availability of your e-Statement and other Member Notices. You may view your e-statements by accessing your online banking account. Electronic notices may be sent to only one e-mail address. For example, the notification cannot go to both a work and home e-mail address. If you have more than one HFS FCU account under a separate member number, you will need to submit a request for each account. However, if a notice applies to multiple accounts (such as account agreements and member newsletters), the notice sent to you through the e-Statement Services will apply to all of your accounts even if you did not otherwise receive electronic notices for those accounts. Generally, your e-Statement is available within 2-5 business days after the month-end processing is completed. Account statements and other Member Notices sent to you through the e-Statement Services may only be available online for 13 months; therefore, you should print out or otherwise electronically retain account statements and other disclosures regularly. A fee may apply for copies older than 13 months. Please see our Fee Schedule.

**RIGHT TO RECEIVE PAPER STATEMENTS:** Although you have elected to receive the Documents identified in this Agreement electronically, you do have the right to receive a paper copy of the Documents. You have access to print Documents, including your periodic statements, from the online banking service or you may request a copy by telephoning HFS FCU at (808) 930-1400 for the Island of Hawaii, or (800) 216-2666 for Neighbor Islands and Continental USA. You may also write to us at:

HFS Federal Credit Union  
632 Kinoole Street  
Hilo, HI 96720-3894

The Fee Schedule may specify additional fees that HFS FCU may charge for your requests to receive any of the Documents in paper form.

**CHANGE OF E-MAIL ADDRESS:** You agree that it is your responsibility to keep HFS FCU informed of any change in your e-mail address. You can update information (such as your e-mail address) through online banking, by U.S. Mail to the address listed above, or by visiting any of our branch offices. You agree that if we receive notice that our e-mail notice to you is undeliverable and we do not obtain an updated e-mail address from you, we may terminate your participation in the HFS FCU e-Statement Services and mail subsequent statements to your postal address of record.

**WITHDRAWAL OF CONSENT:** Your consent to receive electronic delivery of the Documents shall remain in effect until revoked by you. You have the right to terminate your e-Statement access and receive paper statements by postal mail at any time upon written notice to HFS FCU. If you elect to withdraw, there is currently no cost to you and your ability to receive the Documents electronically will be terminated. You can cancel e-Statement Services by the following methods:

1. By requesting termination of e-Statement Services through HFS Online Banking;
2. You may call us at (808) 930-1400 for the Island of Hawaii, (800) 216-2666 for the Neighbor Islands and Continental USA, or send us an e-mail at [hfs\\_operations@hfsfcu.org](mailto:hfs_operations@hfsfcu.org) advising us of your intent to cancel e-Statement Services;
3. By requesting termination of e-Statement Services at any of our branch offices; or

4. By mailing a request to HFS FCU at 632 Kinoole Street, Hilo, HI 96720-3894.

If your cancellation notice is received within 5 (five) business days prior to the end of the statement cycle, your current monthly statement will be distributed to you in paper form. If it is not received within the foregoing time frame, your monthly statement will be distributed to you in electronic form and subsequent monthly statements will be sent to you in paper form.

If you cancel e-Statement Services, you may lose other benefits associated with our e-Statement program. See our Fee Schedule.

**SERVICE AVAILABILITY:** The e-Statement Services is generally available 24 hours a day, 7 days a week, however this service may be unavailable from time to time for routine software and hardware maintenance, or due to unscheduled down time.

**COMMUNICATIONS:** HFS FCU may not immediately receive and review e-mail messages that it receives. HFS FCU will not take action based on e-mail requests until a HFS FCU employee actually reviews the message and has a reasonable opportunity to act. If your request requires immediate attention, you may notify us at (808) 930-1400 for the Island of Hawaii, (800) 216-2666 for Neighbor Islands and Continental USA, or write to us at: HFS Federal Credit Union, 632 Kinoole Street, Hilo, HI 96720-3894, or by visiting any of our branch offices.

You agree to notify us of any change in your current contact information including your e-mail address, post office address, physical address and phone number, by visiting any of our branch offices, through online banking, calling us at (808) 930-1400 for the Island of Hawaii, (800) 216-2666 for Neighbor Islands and Continental USA, sending us an e-mail at [hfs\\_operations@hfsfcu.org](mailto:hfs_operations@hfsfcu.org) or by writing to us at: HFS Federal Credit Union, 632 Kinoole Street, Hilo, HI 96720-3894. If you need information on how to update your e-mail address, request a paper copy or any other questions, please contact us during regular business hours.

Please do not provide confidential information in your e-mail. We will never contact you by e-mail, telephone, mail or other type of correspondence and request your PIN, password, username, or other access code. If you are contacted by anyone asking for your PIN, password, username or other access code, you should refuse and immediately contact us. You may be the target of identity theft.

**CHANGE IN TERMS:** We may, from time to time, mail you Member Notices in paper format at our discretion instead of, or in addition to, providing electronic delivery of certain periodic statements and other Member Notices. We may terminate your e-Statement Services enrollment for security reasons, if your account does not have any activity for one year, if your mail is returned to HFS FCU, or if your address on file is invalid. In addition, you agree that we can terminate the e-Statement Services and revert to printed mailed statements and other Member Notices at any time. We also may change any provision of this Agreement at any time. We will provide you notice by way of electronic disclosure to you as required by law. If there is more than one party to the account, notice to any one-account owner will be effective for all.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC STATEMENTS:** Telephone us at (808) 930-1400 for the Island of Hawaii, (800) 216-2666 for Neighbor Islands and Continental USA, or write us at: HFS Federal Credit Union, 632 Kinoole Street, Hilo, HI 96720-3894 as soon as you can, if you think your statement is wrong or if you need more information about a transaction on the statement. We must hear from you no later than 60 days after we sent you the FIRST monthly statement on which the error or problem appeared, and you must include the following information:

1. Tell us your name and account number.

2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If our investigation finds that there was no error, then the amount credited will be debited from your account.

**SECURITY - LOGGING ON AND LOGGING OFF:** It is important that you close all non-HFS FCU windows before accessing any online banking service (including e-Statement Services), and that you not open any non-HFS FCU window while you are logged on to online banking. It is also important that you end each session by properly logging off of the online banking service and closing the window for the online banking service. Having other windows open while you are logged on to online banking, or failing to log off of online banking, or failure to close the window properly, may increase the risk of unauthorized access to your HFS FCU accounts. You are responsible for logging into your account from a secure internet connection.

**PROTECT YOUR USER ID AND PASSWORD:** Protect the confidentiality of your account, account number, your personal identification number, your User ID and password. Do not reveal them to anyone else as this would violate the security of the e-Statement Services and you may lose all the money in your account (plus your maximum line of credit if you have one). Anyone with your User ID and password may be able to obtain account information (such as available balance) and make transactions even if he or she is not otherwise authorized to do so.

Anyone to whom you give your User ID and password will be deemed to have permission to make electronic transactions on your account, even if such person exceeds the authority you have given to him or her to make transactions on your account. You should change your User ID and password to minimize loss.

**SUPPLEMENTAL PROVISIONS:** This Agreement supplements all other agreements and disclosures that you have with HFS FCU, including, for example, your Account Agreement and the Credit Union Bylaws.

**SEVERABILITY:** If any provision of this Agreement is determined to be void or invalid, such provision shall be deemed revised and enforced to the maximum extent permitted by law, and the remainder of this Agreement shall remain in full force and effect.

**HEADINGS:** The section headings used in this Agreement are for convenience only and shall not limit or affect the terms of this Agreement.

**GOVERNING LAW; JURISDICTION; VENUE:** You acknowledge and agree that this Agreement was created in the State of Hawaii, and shall be governed by and construed in accordance with the laws of the State of Hawaii (without regarding to conflict of law provisions). Any action with respect to this Agreement or any online banking service may be brought or transferred to federal or state courts located in Hawaii.

**To complete your enrollment, you must click "I Agree".**

Click here:  **I Agree** to the terms and conditions of the Agreement.