

Disclosures

e-Statement/e-Notice Disclosure

El Monte Community Credit Union

E-Statement Disclosure Agreement

Electronic Delivery of Statements and Notices

By accepting the “El Monte Community Credit Union Electronic Statement Disclosure Agreement”, you consent and agree that El Monte Community Credit Union (herein after referred to as: EMCCU) may provide certain disclosures and notices to you in electronic form, in lieu of paper form, including electronic delivery of statements (e-Statements) for your EMCCU deposit account(s).

Scope of Consent for Electronic Delivery of Statements

Your consent to receive e-Statements covers the periodic statements you are provided in connection with your EMCCU deposit account(s). By using e-Statements, you accept and agree to be bound by the general terms and conditions governing e-Statements, including without limitation all the terms and conditions in this Agreement. You agree to be bound by any and all laws, rules, regulations and official issuances applicable to e-Statements now existing or which may hereafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services that EMCCU may from time to time make available to you in connection with e-Statements.

EMCCU has absolute discretion to make e-Statements available to you. Further, EMCCU has the discretion from time to time and upon giving notice to you to modify, restrict, withdraw, cancel, suspend or discontinue e-Statements without giving any reason and you understand that by using e-Statements after any modification or change has been effected, you would have agreed to such modification or change.

All future statements for that account will be e-Statements which you will access through EMCCU's Online Banking service to download your periodic deposit account statements. Each month we will send an email notice to you advising you of the availability of your e-Statement. Your electronic statement will be available for viewing for a period of twenty-four (24) months (or such period as decided by EMCCU and notified to you) from the applicable statement date.

Scope of Consent for Electronic Delivery of Notices

Your consent to receive electronic notices covers any notice or other type of communication provided to you pursuant to the terms of this Agreement. We will send all notices, attachments, and/or documents via e-mail to the last known e-mail address provided by you. You agree to notify us promptly of any change of your e-mail address.

Security

You agree that EMCCU shall not be held liable if you are unable to gain access to the website or to EMCCU's Online Banking system from time to time. You understand that some or all of the e-Statement services and/or other EMCCU system services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond EMCCU's control. You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your e-Statement for each of your EMCCU accounts as soon as you can access it. You must report any errors or discrepancies in accordance with our Account Disclosure as provided to you and with applicable law.

Your User ID and password that are used to access EMCCU Online Banking services should be kept confidential. The password should be changed at least every ninety (90) days. You are responsible for keeping your password, account numbers and other account data confidential.

Change in Terms

EMCCU reserves the right to change the terms and conditions of this agreement at any time, which includes the addition and deletion of e-Statement services.

Change of Mailing Address, Email Address, and Other Information

You agree to notify us immediately of any change in your mailing address, e-mail address or other particulars relevant to this Agreement. To notify us of your e-mail address change, please login to emccu.org and go to Online Banking: Click on "User Preferences and select" and "Change statement e-mail address". Then click the red x to delete your current e-mail address and click the green "+Add" button to enter your new e-mail address in both of the fields; then press "Continue". You may elect to receive notifications at multiple email addresses if you wish, but please note that you must provide us with at least one e-mail address in order to use the e-Statement service.

Your Right to Withdraw Consent

You have the right to withdraw your consent to have your statements provided in an electronic form at any time by submitting your request in writing to:

EMCCU
ATT: Member Services
11718 Ramona Blvd
El Monte, CA 91732

Please allow up to thirty (30) days to process your request. We will then discontinue e-Statement service for that account and you will receive paper statements for subsequent statement periods. Once this is done, previous e-statements will no longer be available.

Disclaimer of Warranty and Limitation of Liability

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the e-Statements provided to you under this Agreement. We do not and cannot warrant that the e-Statement service will operate without error, or that the e-Statement service will be available at all times. Except as specifically provided in this Agreement, or otherwise required by Law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under the Agreement or by reason of your use of the e-Statement service, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

EMCCU makes no warranty: 1) That the service will be uninterrupted, timely, secure or error-free. 2) The service will meet your requirements. 3) The results that may be obtained from the use of the service will be accurate or reliable. 4) The quality of any products, services, information or other material purchased or obtained by you through the service will meet your expectations or 5) Any errors in the software will be corrected.

EMCCU shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from: 1) The use or the inability to use the service. 2) The cost of procurement of substitute goods and services resulting from any goods, data information or services purchased from the service. 3) Unauthorized access to your transmission. 4) Unauthorized alteration of your data. 5) Statements or conduct of the third party service provider or 6) any other matter relating to the service.