

# Austin Telco Federal Credit Union

## Electronic Document Terms and Conditions

*Please read this information carefully and print a copy and/or retain this information electronically for your records.*

This Agreement is between Austin Telco Federal Credit Union (hereinafter “we, us, our or Credit Union”), and each participating member of the Credit Union’s Electronic Document program, together with any person who is authorized by a member to use or access this service (hereinafter referred together as “you, your or yours”).

**Electronic Document Access.** Accessing your electronic documents confirms your agreement to be bound by all disclosures and agreements and acknowledge your receipt and understanding of this agreement.

By voluntarily accessing your on-line periodic documents, you will be able to view your account and transaction activity for deposit and loan accounts (including home equity and credit cards), electronic funds transfer transactions, tax forms, periodic notice of billing error rights under federal Regulations Z and E, and Credit Union newsletters, which may contain important legal notices that may affect you. These electronic documents include, but are not limited to:

- **Statements**
  - Monthly/Quarterly Account Statements (Including Roth IRA, IRA and HSA)
  - Line of Credit Statements
  - Mortgage Statements
- **Loan Correspondence**
  - Notices and Disclosures
  - Coupons
  - Update in Terms
- **Tax Forms**
- **Account Notices**
  - Account Overdraft
  - Certificate Maturity/Renewals
  - Safe Deposit Box Renewals
  - Member Security Awareness
- **Annual Notices**
  - Meetings
  - Privacy Notice
  - Account Confirmation Notice
- **General Correspondence**

In order to access your documents online, you must have an active online banking service established with the Credit Union. Once established, you may log on to the Online Banking platform with your Username

and Password. Upon successful login, navigate to 'Account Information' and select 'Statements and Tax Documents.'

The Online Banking and Mobile Banking service is generally available 24 hours a day, seven days a week; however, service may be unavailable at times in relation to routine software and/or hardware maintenance or due to unscheduled downtime.

In order to receive electronic statements, documents and communication, you must have a computer or portable device with Internet access and valid email address; an internet browser using 128-bit encryption or higher, Adobe Acrobat 8.0 or higher or equivalent PDF viewing software, SSL encryption and access to a printer or the ability to download information in order to keep copies of your statement, document and communication for your records.

If there is a change in the hardware/software requirements associated with this service, we will make reasonable efforts to notify you of the updated requirements. It is your sole responsibility to insure your personal computer and related equipment are compatible with/and capable of operating in a manner that allows you to utilize the Electronic Document delivery 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. Withdrawing your consent will terminate your Electronic Document delivery service.

**Right To Receive Paper Statements.** Once enrolled in this voluntary program, your paper statement will no longer be sent to you via US Postal Service. Although you have designated to receive electronic delivery, you do have a right to receive a paper copy of your periodic statement. To request a copy of your periodic statement please contact us at (512) 302-5555 or write to:

Austin Telco Federal Credit Union  
8929 Shoal Creek Blvd.  
Austin, TX 78757

The list of fees applicable to your account(s) provided in elsewhere may specify additional fees that we may charge for requests to receive an account statement in paper form.

**Electronic "Signature" Agreement & Security.** You agree that your use of a computer, tablet or portable device to select an item, button, icon or similar act/action, or to otherwise provide the Credit Union instructions while participating in our Electronic Document Program ("Program"); or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions, constitutes your signature, acceptance and agreement as if actually signed by you in writing.

Further, you agree that no certification authority or other third-party verification is necessary to validate your electronic signature; and that the lack of such certification or third-party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union. You agree and acknowledge that you will keep your password and other security codes and identification data confidential, and you will immediately notify the Credit Union should you believe that

your authentication information has been lost, stolen, or that an unauthorized person has electronically accessed your accounts.

**E-Mail Address Required-Notification Of Statement Availability.** A valid e-mail address is required to enroll in the Electronic Document delivery program. As electronic documents become available, Austin Telco will send email correspondence to the e-mail address of record. By agreeing to the receive documents electronically, you accept responsibility for notifying the credit union of any changes. Your electronic documents will remain accessible on our web site for at least six (6) months. If we send your e-mail notification and it is returned to us as undeliverable, you will continue to have access to your documents from the online banking environment. You should notify us immediately to validate your e-mail address if you fail to receive your email Notification.

**Your Right To Withdraw Consent.** You have the right to withdraw your consent to receive your electronic documents at any time. If you elect to withdraw your consent there is currently no cost to you and your participation in the program will be terminated.

To withdraw consent, you must log on to Online Banking, navigate to 'Settings,' select 'Account Settings' followed by selecting 'Statement Delivery Preference.'

**Contractual Agreements/Modification.** This electronic consent supplements and modifies other agreements that you may have with the Credit Union. To the extent that this consent and other agreements contain conflicting provisions, this consent will govern the delivery of electronic documents, disclosures and statements, but all other contractual obligations of the parties remain subject to the terms of any other agreements. For example, you will still be required to review any account statements you receive and notify the Credit Union within established time periods if there are any errors on your statement.

**Authorization Consent.** By agreeing to the terms and conditions of this consent, you represent that you are authorized to enter into this consent for all persons who own or are authorized to access any of your accounts, and that such persons will be bound by the terms of this consent.

**E-Mail Communications.** You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication that we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to any e-mail at either the address provided with the communication, the e-mail address in your Membership and Account Agreement, or any other application or written communication actually received by us.

Although we have no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is at the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our

satisfaction. In the event we determine that electronic delivery of your statement presents security or operational concerns, you acknowledge that that the credit union reserves the right to discontinue this service and will start providing you with paper statements.

Governing Law. This agreement, including the validity of any signatures or consents, any claim, or disputes arising hereunder shall be construed in accordance with and governed by the Laws of the State of Texas.

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