



## e-Statement Service Agreement and Disclosure

In this e-Statement Service Agreement and Disclosure the terms “you”, “your” and “yours” mean the Account Owner that has enrolled in the e-Statement Service. The terms “we”, “us”, “our”, “ours”, and “Logix” each refer to and mean Logix Federal Credit Union. “Online Statements” means the Logix account and loan statements and notices you select to receive electronically via this e-Statement Service. The term “Agreement and Disclosure” means this e-Statement Service Agreement and Disclosure.

Logix Federal Credit Union’s e-Statement Service allows us to deliver to you and for you to access your periodic Account Statements, Credit Card Statements, Mortgage Statements, Home Equity Line of Credit Statements, Home Equity Line of Credit and ReadyLine Billing Notices, Tax Statements, and other Notices (**collectively referred to herein as “Online Statements”**) electronically online, and eliminates the need for the paper document to be sent to you by us via U.S. mail. By the Delivery Preferences selections you make, you will receive your Online Statements electronically through our e-Statement Service, or sent to you in paper form via U.S. mail, or both. With e-Statements, we will send you an email informing you that your Online Statements is/are available to you through secure login to our Online Banking website. Not only will your current Online Statement be available, but we will store the last 24 months of your Online Statements online so you have access to them anytime you need them. If you have elected to receive Notices electronically, some Notices may be sent to you via email as an “Alert” (for example, we may send you an Alert when your account balance changes from a positive balance, to a negative/overdrawn balance). Such Notice/Alert will be sent to the email address you have provided to us.

**Online Banking Access to e-Statement Service and Online Statements:** You must register for our Online Banking or Mobile Banking service in order to enroll in the e-Statement Service and gain access to your Online Statements. Therefore, the terms and conditions of the Logix Federal Credit Union Online Banking Service Agreement and Disclosure are incorporated herein and also apply to the e-Statement Service.

**Consent and Electronic Delivery of e-Statement Service Agreement and Disclosure:** By checking the “I have read and agree to the terms and conditions...” box and clicking on the “Confirm” button, or by checking the box “Yes, deliver my statements to me electronically” in connection with our online membership and new account application process, you enroll in the e-Statement Service, affirmatively consent to conduct business electronically with Logix Federal Credit Union in connection with this e-Statement Service, agree to the electronic delivery of this Agreement and Disclosure, and understand and agree that paper (non-electronic) copies of the Agreement and Disclosures are available from us upon request (see the “Obtaining Paper Copies” section below).

**Applicability of Consent:** Your electronic consent to conduct business electronically applies to this e-Statement Service Agreement and Disclosure and the ongoing delivery of Online Statements.

**Email Address and Keeping Your Information Current:** In order to communicate with you regarding your e-Statement Services and the notification of the availability of your Online Statements, you must provide us with your valid email address. It is your responsibility to promptly notify us of any changes to your email address. You can update your email address with us by updating your personal information email address via our internet Online Banking Service, by calling us at 800-328-5328, by submitting your change to us in writing via mail to Logix, PO Box 6759, Burbank CA 91510, or by visiting one of our branches. If your email address is invalid, you understand and agree that our email notification and posting of your Online Statement will be considered adequate and reasonable delivery.

**Add Us to Your Address Book:** To ensure delivery of our email notices informing you of the availability of your Online Statements (so as to avoid these emails being sent to your bulk, spam or junk mail folders), please add **onlinebanking@estmt.lfcu.com** to your email address book and to the “accept list” of any spam filters you may have.

**Hardware and Software Requirements:** To access Online Banking and the e-Statement Service you must have, at your cost:

- A computer with Microsoft Windows 7 Operating System or higher or Apple Mac® OS X v10.x Operating System or higher.
- Internet Explorer 8+, Mozilla Firefox 1.5+, Apple Safari 4.1.3+, or Google Chrome internet browser with 128-bit SSL encryption; JavaScript and cookies enabled. Other internet browsers may be used but are not supported.
- Internet access and connectivity.
- A valid operating email address.
- Adobe Reader software to access and view documents provided to you in PDF format.
- Sufficient memory and drive space capacity to download and save PDF documents and/or import account transaction activity to your computer and into money management software (i.e. Quicken).

By affirmatively consenting and enrolling in the e-Statement Service, you confirm that you have access to the required hardware and software. You must obtain and maintain, at your expense, such compatible hardware and software as specified by us from time to time. Logix is not responsible for any third party browser or other software you may need to use to access and use Online Banking and/or the e-Statement Service. Any such software is accepted by you as-is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

You should have current anti-virus/malware/spyware software installed on your computer and keep the software updated. It is important that you download and install all service packs, security updates, version updates, and software updates as deployed by your Operating System and/or internet browser software provider in a timely manner. These updates may address software vulnerabilities that hackers or malware could otherwise exploit.

**Changes to Hardware and Software Requirements:** If our hardware or software requirements change, and that change would, in our opinion, create a material risk that you would not be able to access the Online Banking and the e-Statement Service, we will give you notice of the revised hardware or software requirements. Your continued use of the Online Banking service after we send you notice of the change is reaffirmation of your consent. We may discontinue the support of any internet browser or other software at any time and without advance notice if we believe that it suffers from a security flaw or other flaw that creates a risk or otherwise makes it unsuitable for use with Online Banking. Such discontinuation could result in the unavailability of the Online Banking service or e-Statement Service to those with such identified internet browser or software.

**When Online Statements are Available:** We will send you an email notification and post the corresponding Online Statements to your e-Statement Service webpage generally within three (3) business days following the statement period end date for Account Statements, statement closing date for Credit Card Statements, Mortgage Statements, Home Equity Line of Credit Statements, and Home Equity Line of Credit and ReadyLine of Credit Billing Notices. Tax Statements will be available no later than 31 days following the annual Tax Statement period.

**Print and Download Documents:** Online Statements are provided in either HTML and/or PDF format. For those documents provided in PDF format, Adobe Reader version 6.0 or later is required. A free copy of Adobe Reader may be downloaded at <http://www.get.adobe.com/reader>. To print or download Online Statements and other documents you must have a printer connected to your computer or have sufficient hard-drive space (approximately 1 MB) on your computer to download, store and view the information. To print, click on the document HTML or PDF link, select Print, select your Printer, and click OK to print to your printer where the document can be printed on your own paper, or select Save or Save As to save and retain an electronic copy on your computer.

#### **Obtaining Paper Copies:**

e-Statement Service Agreement and Disclosure - This e-Statement Service Agreement and Disclosure is also available online on our website at <http://www.lfcu.com> and can be viewed, downloaded and/or printed using your computer and a printer. You can obtain a paper copy of the e-Statement Service Agreement and Disclosure by printing it yourself. You can also contact us at 800-328-5328 to request a paper copy free of cost when sent by us to you through regular U.S. mail. If you request that a paper copy of this Agreement and Disclosure is sent to you other than through the regular U.S. mail you may be charged a fee.

Online Statements – Online Statements are available to you in viewable, downloadable and printable format using your computer and a printer. At your request we will send you paper copies of your Online Statements; however, if your request takes more than one hour for us to research and complete, we will charge you \$25 per hour for each additional hour required by us to complete your request. Refer to our current [Schedule of Service Charges and Fees](#) for more information. To receive **future** Account Statements, Credit Card Statements, Mortgage Statements, Home Equity LOC Statements and Home Equity and ReadyLine Billing Notices, Tax Statements and other Notices **in paper format**, simply change your Statement Preferences to “U.S. Mail” and thereafter these documents will be sent to you via U.S. mail at no cost.

Tax Statements: Regardless of whether you select only “Online Statements” for Tax Statements, we will send you a paper copy via U.S. mail in addition to providing the document to you electronically.

**YOUR RIGHTS AND RESPONSIBILITIES FOR EXAMINING YOUR ACCOUNT STATEMENTS:** It is your duty to exercise reasonable care and promptness in the examination of the periodic statement submitted to you by us, and to discover any errors, unauthorized transactions or alterations on any items charged to your account, and to notify us promptly after discovery. Failure to discover and/or report errors or unauthorized transactions within the time limitations set forth below will constitute a breach of your duty hereunder and preclude any claims for loss resulting from such failure:

- **Paper Checks and Drafts** – no later than **30** calendar days after we sent or made available the statement on which the transaction is first reflected.
- **Electronic Check Conversions** (*refer to the Electronic Check Conversion in the “Other Definitions” section below for more information*) – no later than **30** calendar days (**60 calendar days on Sole Proprietorship accounts**) after we sent or made available the statement on which the transaction is first reflected; however, if the transaction was originally processed as a paper check or draft, was returned unpaid, and subsequently re-presented as an electronic check conversion, the period is not later than **30** calendar days after we sent or made available the statement on which the transaction is first reflected.
- **Substitute Checks** (*refer to the Substitute Checks in the “Other Definitions” section below for more information*) – no later than **40** calendar days after we sent or made available the statement on which the transaction is first reflected, whichever is later.
- **Electronic Fund Transfers (non-ACH) – Consumer Accounts and Sole Proprietorship Accounts** - no later than **60 calendar days** after we sent or made available the statement on which the transaction is first reflected. **For all Other Business Accounts** - no later than **30 calendar days** after we sent or made available the statement on which the transaction is first reflected.
- **ACH Debit Entries (Unauthorized ACH Transactions) – Consumer Accounts and Sole Proprietorship Accounts** - no later than **60 calendar days** from the date that we sent or made available the statement on which the transaction is first reflected. **All Other Business Accounts – no later than 2:00 p.m. Pacific Time the business day following the date the ACH item is posted** to your account in order for us to return the item in accordance with ACH requirements. Written notification (using our form) is required. Untimely notification or incorrect or incomplete notification to us may result in our inability to complete your request to return the ACH item. If you do not provide written notification and all of the required information within the stated timeframe, we may not be able to return the unauthorized ACH debit and you may need to dispute and recover the funds directly with the originator of the debit.
- **ATM and Debit Card transactions** – no later than **30** calendar days (**60 calendar days on Sole Proprietorship accounts**) after we sent or made available the statement on which the transaction is first reflected.

You agree that our retention of your checks does not alter or waive your responsibility to examine your statements or the time limits for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charged to your account unless you notify us in writing within the above time limitations. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

**Retention:** Online Statements are available on the e-Statement Service for a period of up to 24 months.

**Change in Terms and Conditions:** The terms and conditions of this e-Statement Service Agreement and Disclosure may be altered or amended by Logix Federal Credit Union. We reserve the right, in our sole discretion, to add, delete, or change any term, condition, change in hardware and/or software requirements, or the content of the e-Statement Service Online Statements, or to terminate your e-Statement Service. In such event, we will provide notice to you in accordance with applicable law, which may be accomplished by posting such change on the Logix Online Banking system webpage. Any use of the e-Statement Service after we provide you with a notice of change will constitute your consent and agreement to such change(s). You may terminate your e-Statement Service and this Agreement and Disclosure as provided, if you do not agree with any such change.

**Withdrawing Consent:** You have the right to withdraw your electronic consent to conduct business electronically with us by telephoning us at 800-328-5328, by notifying us electronically via Secure Messaging at [www.lfcu.com/contact-us](http://www.lfcu.com/contact-us), by sending your instructions to us via U.S. mail to Logix, PO Box 6759, Burbank CA 91510, or by visiting one of our branches. If you withdraw your consent you may not be able to open additional accounts or request additional products and services online, or view or print/download this or the above listed agreements and disclosures through our website.

**All Agreements and Disclosures Are "In Writing":** This e-Statement Service Agreement and Disclosure and all Online Statements delivered electronically or otherwise made available to you on your e-Statement Services webpage are considered "in writing" and are available to you in a form you may keep by either printing or downloading the documents, or by requesting a paper copy from us.

**Governing Law and Jurisdiction:** This e-Statement Service Agreement and Disclosure is made in California and shall be governed by the laws of the State of California to the extent that California Law is not inconsistent with controlling Federal Law. California's "Choice of Law Rules" will not be applied if they would result in the application of non-California law. You agree to submit to the personal jurisdiction of the courts of the State of California.

**Other Definitions:**

**Electronic Check/Draft Conversion:** When you write a check to a merchant in payment of goods or services the merchant may present that check electronically to us for payment instead of sending us the paper check. Also, if your check is returned unpaid to a merchant due to non-sufficient funds, the merchant may re-present the check to us electronically. When we receive these items in electronic form, we will debit them against your account the same as if we had received the actual paper check. When you provide information on your check, (such as the MICR encoded routing, account and serial numbers) to a merchant or other payee, regardless of whether the check is in blank, partially completed, or fully completed and signed, and regardless of whether the check is presented in person or mailed to the merchant or other payee or sent to a lockbox or whether the check is retained by the merchant or other payee or returned to you, if the information from that check is converted to an electronic funds transfer (or "EFT") to debit the funds from your account, that electronic funds transfer is known as an Electronic Check Conversion. For Sole Proprietorship accounts, Electronic Check Conversions are covered under the provisions and protection of the Electronic Fund Transfer Act (the Electronic Fund Transfer Act [Reg. E] does not apply to other business entity types). Check re-presentments (such as check returned NSF and subsequently re-presented for payment) wherein the original check was processed in paper form are NOT covered under the Electronic Funds Transfer Act. Merchants who make use of electronic check conversion are required to notify you of their intention to do so at the time you give them your check.

**Substitute Checks:** A substitute check is an electronic image of the original paper check or draft. The check image is then electronically transferred for collection purposes. These electronic images are known as "substitute checks". The electronic conversion from paper to "substitute check" permits quicker processing of checks by sending them electronically from financial institution to financial institution for collection. This means that substitute checks will clear faster than did your paper checks or drafts. We accept and process incoming substitute checks to your account, and generate substitute checks from original paper checks and drafts for outgoing collection. This means that checks that you write and checks that you deposit may be converted to substitute checks.

**Logix**  
P.O. Box 6759  
Burbank CA 91510  
800-328-5328  
[www.lfcu.com](http://www.lfcu.com)