

## **LENNOX EMPLOYEES CREDIT UNION**

### **e-Statements and e-Notice Agreement & Enrollment**

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

This Agreement is between Lennox Employees Credit Union (hereinafter, “we, us our or Lennox Employees Credit Union) and each participating member of Lennox Employees Credit Union’s E-Statement and Notice 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”).

This agreement will provide authorization for electronic delivery of certain Credit Union generated statements, disclosures and notices. These are statements, disclosures and notices that are currently being mailed to you or any that could be mailed to you as other services are provided. Please review the information below prior to giving your consent. In order to receive your banks statements and notices electronically, you are required to be enrolled in the Credit Union’s Online Banking system.

By electing to receive your statements and notices online, you are consenting to receive from us by electronic means only, account statements, notices and other disclosures related to your account(s). These notices and disclosures include the following:

- Regulatory Disclosure Changes in terms and conditions
- Overdraft/Courtesy Pay and Return Notices Transfer notices
- Certificate Maturity Notice Monthly or Quarterly Statements
- Loan Payment/Notices Loan Past Due Notices

While enrolled for electronic delivery, you may no longer receive the above listed statements and notices in the mail. However, you may be sent other paper documents that contain important information about your accounts. You should continue to review correspondence that we mail to you.

When your statements and notices are available online, an e-mail notification will be sent to the email address we have on file. It is your responsibility to update any changes in your e-mail address. You can securely update your email address by accessing your online banking account [www.lennoxecu.com](http://www.lennoxecu.com). Simply click on either the home page and click on your email address or click on the services tab and click on change email address.

“A minimum requirement for Online Banking is a 128-bit encrypted browser, and works with all major web browsers. Web browsers need to be updated when updates are available to protect against security exploits. To open the E-Statement you will need the latest edition of Adobe Reader.

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 insure your personal computer and related equipment are compatible with and capable of operating in a manner that allows you to utilize the E-Statement/E-Notice 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 E-Statement service.

You have the right to revoke this agreement and thereby withdraw consent to receive statements and notices electronically. To withdraw your consent with no cost to you, just click on the Statements tab and click on “Stop e-statements”.

You have the right to obtain a paper copy of any of the above-described notices. To obtain a paper copy, please contact the Credit Union at 641.754.4501. In some cases, research fees specified in Lennox Employees Credit Union fee schedule may apply to your request.

The same terms apply with respect to electronically delivered statements and notices as for those delivered in paper form. The deposit agreements and disclosures that you previously received from Lennox Employees Credit Union remain in effect.

**E-Statement Access.** Accessing your E-Statement and notices confirms your agreement to be bound by all disclosures and agreements and acknowledges your receipt and understanding of this agreement.

By accessing your on-line statements you will be able to view your account and transactions activity for your deposit and loan accounts (including credit card activity), electronic funds transfer transactions, notice of billing error rights under federal Regulations Z and E, and Lennox Employees Credit Union newsletters and/or statement stuffers, which may contain important legal notices that affect you.

In order to access your E-Statement and E-Notices online, you must have an active Members Home Banking service established with Lennox Employees Credit Union. Once that is established, you may log on to our home banking site via the Internet, use your PIN to access your account and click on the Statement Tab.

The home banking service is generally available 24 hours a day, seven days a week; however, service may be unavailable from time to time for routine software and hardware maintenance or due to unscheduled down time.

**Electronic “Signature” Agreement & Security.** You agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide the Lennox Employees Credit Union instructions while participating in our E-Statement/Notice 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 Lennox Employees Credit Union. You agree and acknowledge that you will keep your PIN and other security codes and identification data confidential and you will immediately notify Lennox Employees Credit Union should you believe that your PIN has been lost, stolen, or that an unauthorized person has electronically accessed your accounts.

**E-Mail address Required-Notification Of Statement Availability.** Your e-mail address is required to participate in our E-Statement and E-notice delivery program. We will send you an e-mail notification at your last e-mail address of record when your online statement is available. You agree to accept responsibility for notifying us if your e-mail address changes. Your online statements 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 still be able to access your statement from the internet site and should do so until we can start sending you paper statements again or advise us that you are unable to access the statement. However, your participation in the program will be discontinued and subsequent statements will be distributed to you in paper form.

**Contractual Agreements/Modification.** This electronic consent supplements and modifies other agreements that you may have with the Lennox Employees Credit Union. To the extent that this consent and another agreement contain conflicting provisions, this consent will govern the delivery of electronic 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 Lennox Employees 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 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 Lennox Employees 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.

**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 Iowa. We reserve the right to cancel your participation in this program at any time. Please note, the Terms and Conditions for Account Access Agreement and Disclosure Statement also apply to your use of this service.

**I have read and agree to the terms and conditions stated above, I understand that by clicking “I agree” button and completing the enrollment form, I will stop receiving my paper statements and notices.**