

## **eStatement Terms and Conditions**

This notice contains important disclosures and information that you are entitled to receive once you agree to the electronic delivery of your Arcadia Credit Union periodic statements.

### **Arcadia Credit Union eStatements Terms of Use Agreement**

The eStatement service (the "Service") is provided by Arcadia Credit Union. These Terms of Use describe the terms and conditions for any use of the Service. By completing the eStatement Sign-Up and choosing YES you signify your agreement to the Terms and Conditions contained herein and accept responsibility for your use of the Service by acknowledging receipt of this Agreement. You should read these Terms of Use carefully. The use of the Service is subject to all applicable federal, state and local laws and regulations, and that unauthorized use of the Service is strictly forbidden.

#### 1. Description of eStatements

Arcadia Credit Union offers electronic access to periodic statements (eStatements) for consumer and business accounts. By enrolling in eStatements you opt to replace your mailed paper statement with an electronic text document that you can view, save to your computer, or print at your convenience. When you enroll in eStatements, you will no longer receive a paper statement in the mail.

Arcadia Credit Union reserves the right to modify, add to, or delete any feature of the Service at our sole discretion.

#### 2. How to Enroll in eStatements

You must be a Arcadia Credit Union member enrolled in Online Banking in order to use the Service. To become a user of eStatements and have access to eStatements you must be enrolled in Online Banking and you must complete an electronic enrollment form and agree to the Terms and Conditions. For accounts with multiple owners, the primary account owner needs to enroll an account in the Service. In accordance with the terms of Arcadia Credit Union's Account Terms and Conditions, all account owners will be bound by the decision of the account holder who enrolls in or cancels the Service. When you enroll to receive eStatements for a designated account, Arcadia Credit Union will no longer mail paper statements to you for that account.

#### 3. Accessing eStatements

A periodic statement of your account will be provided to you when you connect to Arcadia Credit Union Online Banking. After submitting the Online eStatement Enrollment, your next statement cycle will be archived in Online Banking and you will be able to view, print, and/or save the document to your computer by accessing your account through our website at [www.arcadiacu.com](http://www.arcadiacu.com). Log in to Online Banking using your User Name and Password and click on the word **Statements**. Select the statement you wish to open (view), print, and/or save.

You are solely responsible for providing a valid e-mail address to Arcadia Credit Union for the purposes of contacting you when statements are available for viewing. If the email notification is deleted or unopened you are still able to access your eStatement through Arcadia Credit Union's Online Banking at [www.arcadia.com](http://www.arcadia.com) by logging in with your Home Banking User Name and Password. For security purposes, if you fail to log into the Online Banking system for a period of six consecutive months your Home Banking access will automatically be terminated. Should Arcadia Credit Union reasonably believe that you may not be receiving the e-mail messages we are sending to your e-mail address or that you are failing to view your eStatements, we may cancel your use of the Service and begin sending your paper statements in the mail.

#### 4. Duty To Review Periodic Statements

You must view your current eStatement within 5 days of receipt of your email notification. Statements will be kept on our Online Banking website, however it is your responsibility to print or save the eStatement file on your computer for future reference. You understand the importance of your role in preventing misuse of your account. You agree to promptly examine your statement and notify us immediately of any errors on your account. If you think your statement is wrong, or if you need more information about a transaction on your statement, write us at PO Box 187, Arcadia, WI 54612. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You can telephone or e-mail us, but doing so will not preserve your rights.

In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

#### 5. Canceling eStatements

You may cancel the Service and resume receiving paper statements at any time by contacting Arcadia Credit Union in person or in writing. Send written requests to Arcadia Credit Union, PO Box 187, Arcadia, WI 54612. There is no fee for cancellation of the Service. When you cancel eStatements, you will automatically begin receiving paper statements in the mail with your next statement cycle. Should Arcadia Credit Union reasonably believe that you may not be receiving the e-mail messages we are sending to your e-mail address notifying you of the availability of your eStatement, we may cancel your use of the Service and begin sending your paper statements in the mail.

#### 6. Security and Equipment

Information you provide in connection with the Service will be stored on Arcadia Credit Union's secure servers and protected by certain encryption techniques. However, the security of the Service depends upon your efforts to protect your user name and password for the Service. You must take all necessary precautions to safeguard your username and password, which allows you to access the Service. You also have the responsibility to provide any equipment (telephone, computer, etc...), software, and services necessary to use the Service.

#### 7. Change in Terms of Use and Termination

Arcadia Credit Union has the right to amend these Terms of Use at any time. Any amendments to these Terms of Use will be effective when they are posted on [www.arcadiacu.com](http://www.arcadiacu.com). You are responsible for checking [www.arcadiacu.com](http://www.arcadiacu.com) periodically for any such amendments. Although we will attempt to notify you by e-mail when material changes are made, you are responsible for sending us your updated e-mail address from time to time as necessary. These Terms of Use will be effective beginning the date you enroll in eStatements and while you are using the Service. Either we or you may terminate this Agreement and your use of the Service at any time without notice. The provisions of these Terms of Use shall survive termination by either Arcadia Credit Union or you of the Service.

#### 8. Limitation of Liability

Neither Arcadia Credit Union nor any third parties represent or warrant that you will have continuous or uninterrupted access to the Service, or that any of the functions of the Service will be error-free. The Service is provided to you "as is" and "as available", and Arcadia Credit Union and its service providers make no representation or warranty relating to the Service, including, without limitation, its performance, availability, content, or functions. Your sole remedy for any failure or non-performance of the Service shall be for us to use commercially reasonable efforts to perform an adjustment or repair of the Service.

In no event will Arcadia Credit Union or its officers, directors, employees, shareholders, parent company, subsidiaries, affiliates, agents, licensors, or third party service providers (the "Legal Entities") be liable for any consequential, indirect, incidental, special or punitive damages, under any legal theory including, but not limited to breach of contract or negligence, arising out of, in connection with, or related to these Terms of Use, use of the Service, or inability to use the Service, even if Arcadia Credit Union has been advised of the possibility of such damages. The aggregate liability of the Legal Entities under these Terms of Use shall not exceed \$500.

#### 9. Acknowledgement and Indemnification.

You acknowledge that under the Arcadia Credit Union Deposit Account Terms and conditions, you have certain time limits to review your Statement(s), which by the terms of this agreement means your eStatement and to report any forgeries, alterations, or any other unauthorized withdrawals or transactions to Arcadia Credit Union. You agree that the time limit to report these matters to Arcadia Credit Union will commence on the day your eStatement is made available for your review via Arcadia Credit Union's Online Banking. You agree to indemnify, defend and hold harmless the Legal Entities from any third party claims, liability, damages and costs (including reasonable attorney's fees) arising from, related to, or in connection with your breach of these Terms of Use, any fraud committed by you, your violation of any law or rights of a third party, your use of the Service, or use of your account by any third party. Arcadia Credit Union reserves the right, at its own expense, to assume the exclusive defense of any matter subject to indemnification by you, and you agree to cooperate with Arcadia Credit Union in such defense. You agree that you will not settle any action or claims on Arcadia Credit Union's behalf without the prior written consent of Arcadia Credit Union.

#### 10. Governing Law and Venue

These Terms of Use will be construed in accordance with the laws of the State of Wisconsin. Jurisdiction and venue for actions relating to the Service and the Terms of Use shall be the state and

## 11. Computer Requirements

In order to ensure that you have the best user experience and secure transactions, you must have a personal computer with Internet access and a web browser.

Minimum System Requirements are a Personal Computer with Windows XP, Vista or Windows 7 or XP, current version of Internet Explorer, Firefox, or Chrome; or a Macintosh OS X 10.4 or higher operating system, current version of Safari, Firefox, or Chrome. Mobile devices include iPhone, iPod Touch, iPad, Android, or certain Blackberry devices with Webkit Browser support.

Adobe Acrobat Reader software is available at no charge at <http://www.adobe.com> and may be downloaded to view your eStatements

To access and retain the Terms of Use from Arcadia Credit Union, you must be able to view them on your monitor and send screen prints to your printer. Most Internet browsers provide a convenient method of printing the material you view on your monitor.

It is your sole responsibility to insure that your computer and related equipment are compatible with and capable of operating in a manner that allows you to utilize our eStatements access website and the eStatement service.

## 12. Receipt of the Terms

The Terms and all other amendments, updates, and required disclosures pertaining to the Service will be available online at [www.arcadiacu.com](http://www.arcadiacu.com).

## 13. Consent

By selecting "YES" in the eStatement Option of your Application, you:

1. Acknowledge receipt of and agree to be bound by the eStatement Terms and Conditions
2. By continuing to periodically access Online Banking you acknowledge receipt of and agree to be bound by the eStatement Terms and Conditions
3. You also agree and consent:
  - a. That you are an Online Banking customer of Arcadia Credit Union and that your computer meets the stated requirements specified above
  - b. That you have an account with an Internet Service Provider, and that you are able to send e-mail and receive e-mail
  - c. That you expressly consent to the use of electronic records for the electronic delivery of the Terms of Use, and any amendments, updates, and additional required disclosures thereto in connection with your use of the Service with Arcadia Credit Union
  - d. That you are authorizing Arcadia Credit Union to replace your periodic paper statements with periodic eStatements accessible through Arcadia Credit Union's Online Banking
  - e. That you are consenting on behalf of all other co-owners and/or authorized signers to enroll the accounts you have selected in the Service, as applicable, and that you are authorized to consent on their behalf; and
  - f. For business entities, that you are the principal owner/owners of the business that is the owner of the account that is being enrolled in eStatements.

By signing up for eStatements, you waive the monthly receipt of a paper statement. You may also request a paper copy of your statement at any time for a fee by contacting Arcadia Credit Union in person or send a written letter of request to:

Arcadia Credit Union  
Attn: Bookkeeping Department  
PO Box 187  
Arcadia, WI 54612

## **Fee Schedule**

Arcadia Credit Union offers the benefits and convenience of the eStatement Service to you free of charge. Arcadia Credit Union may assess a fee for printing a paper copy of any statement of your account. Contact Arcadia Credit Union for more information.