



## **ELECTRONIC STATEMENT DISCLOSURE AGREEMENT**

**Access via Online Banking and Mobile Banking**

**Effective August 1, 2017**

### **Consent to Electronic Delivery of Periodic Statements, Disclosures and Notices**

Your consent to Hawaii State FCU's Electronic Statement Services ("eStatement Services"), covers periodic statements, disclosures and notices provided to you in connection with your specified share accounts with Hawaii State FCU. These are collectively referred to in this document as "Member Notices." While you have elected our eStatement Services, you agree that Hawaii State FCU need NOT provide you with Member Notices by postal mail for the specified accounts. Instead, each month you will receive an automated email notification informing you that your Member Notice is ready for viewing, as well as information on how to access it for Online Banking and Mobile App. Member Notices sent to you through Hawaii State FCU's eStatement Service may only be available online for 12 months; therefore, you should print out (Online Banking only) or otherwise retain account statements and other disclosures regularly.

Member Notices include, but are not limited to, the following categories of records: periodic statements; annual privacy policy; annual error resolution notice; annual statement of billing rights; initial, amended and change-in-terms account disclosures; and any other notices that we may be required to provide you. Credit Card statements, loan bills and related notices are excluded from eStatement Service.

### **Hawaii State FCU eStatement Enrollment Procedures**

You must enroll each of your Hawaii State FCU account(s) for which you want to access eStatements. By enrolling in our eStatement Service, you agree, however, that if we send you a Member Notice through the eStatement Service, we do not have to send you the same notice by postal service for other accounts that you have with us.

To enroll your account(s) for eStatement access via Online Banking, log into Hawaii State FCU Online Banking website at [www.hawaiistatefcu.com](http://www.hawaiistatefcu.com), select "eStatements," read and print this Electronic Statement Disclosure Agreement, select "Electronic," then "I Agree" to receive electronic delivery of Member Notices.

To enroll your account(s) for eStatement access via Mobile Banking, log into Hawaii State FCU Mobile App, select "More," select "eStatements," read and scroll to the end of the disclosure and select "I Agree" to the eStatement disclosure.

By enrolling your account(s) for eStatement via Online Banking or Mobile Banking, you will receive an email notification confirming that you are now enrolled in eStatements and will no longer receive paper statements. Enrolling your accounts for eStatement access via Online Banking or Mobile Banking will allow you access to Member Notices via both Online Banking and the Mobile App.

You will receive an email shortly after the end of each statement period letting you know that your Member Notice(s) is/are ready for viewing. The notice will include a link to the Hawaii State FCU home page and Mobile App. You must log into Online Banking or the Mobile App to view your Member Notices. For Online Banking, go to [www.hawaiistatefcu.com](http://www.hawaiistatefcu.com), enter your Username and Password to log in. Click on "Statement." For the Mobile App, go to the Hawaii State FCU Mobile App, enter your Username and Password to log in, select "More" and then "eStatements." Your available statements will be listed in the View Statement section. Click on a statement date to view. You may view important notices and disclosures when you are logged into Online Banking or the Mobile App. Any other notices that we normally send with the paper statement will appear as soon as you click "eStatements" at the home page and will also be located under "Disclosures."

### **Joint Accounts**

If your Hawaii State FCU account is held jointly with another person, either one of you may consent to receive electronic delivery of Member Notices and that person's consent shall apply to both of you.

### **Withdrawal of Consent; Paper Format**

Your consent to receive electronic delivery of Member Notices remains in effect until revoked by an accountholder. You have the right to terminate consent and receive Member Notices by postal mail at any time. If you wish to cancel the eStatement Service and resume receipt of Member Notices through postal mail, please notify us by either of the following:

- Logging into Hawaii State FCU Online Banking website at [www.hawaiistatefcu.com](http://www.hawaiistatefcu.com), select "eStatements," select "Delivery Options," select "Paper," and "Submit Changes,"
- Logging into the Mobile App, select "More," select "eStatements," select "Delivery Options," select "Paper", and select "Submit,"
- Sending us an email at [ess@hsfcu.com](mailto:ess@hsfcu.com) and advising us of your intent to cancel electronic delivery,
- Requesting the change at any of our branch offices, or
- Mailing a request to Hawaii State Federal Credit Union at P.O. Box 3072, Honolulu, HI 96802-3072.

By cancelling the eStatement service via Online Banking or the Mobile App, you will receive an email notification confirming that you have discontinued the eStatements Service and will be receiving paper statements.

In certain cases, if your eStatement Service is terminated, you may be disqualified from receiving certain benefits, and we may charge you a fee to receive paper periodic statements.

To request a paper copy of a Member Notice that was sent to you through the eStatement Service, contact us as provided in this section. A fee may be charged in accordance with our current fee schedule.

Hawaii State FCU from time to time may mail you Member Notices in paper format in its discretion instead of, or in addition to, providing electronic delivery of certain Member Notices.

### **Change of Email Address**

You must provide Hawaii State FCU with an email address in order to use eStatement Services. It is your responsibility to keep Hawaii State FCU informed of any change in your email address. You may update your email address (Online Banking only) by logging into Hawaii State FCU Online Banking website at [www.hawaiistatefcu.com](http://www.hawaiistatefcu.com), select "My Settings," click Communication Email "Edit", change your Primary email, and select "Save." If Hawaii State FCU sends you an email notification and it is returned as undeliverable, we will attempt to contact you by posting an "alert message" via Online Banking and Mobile App. You agree that if we receive notice that our email notice to you is undeliverable and we do not obtain an updated email address from you, we may terminate your participation in Hawaii State FCU's eStatement Service and mail subsequent statements, disclosures and notices to your last known mailing address on record. Disqualification from certain benefits and imposition of fees may result. See "Withdrawal of Consent; Paper Format" above.

### **In Case of Errors or Questions**

You must promptly access and review your Member Notices and notify us IMMEDIATELY of any error, unauthorized transactions, or any other irregularity.

You are responsible for reviewing the material that we send to you for any errors, unauthorized transactions, or any other irregularities. Any applicable time periods, noted in your account agreement and disclosures, within which you must notify us of any errors on your account statement(s) shall begin on the Member Notice email notification date regardless of when you access or review your Member Notice.

Tell us your name and account number, the dollar amount of the suspected error, and the date it occurred. Describe the error or the transaction you are unsure about, and explain as clearly as you can, why you believe it is an error or why you need more information. You may notify us at (808) 587-2700 or 1 (888) 586-1056 toll-free or write to us at: Hawaii State Federal Credit Union, P.O. Box 3072, Honolulu, HI 96802-3072.

Please refer to your account agreement and disclosures for more information about providing notice to us and your liability.

### **Communication with Hawaii State FCU**

If you have questions or comments, you may send them to us and receive answers through your Internet email system. Please remember that email sent by you will not be read by us immediately. We will not take action based on your email until a Hawaii State FCU employee actually reviews your message and has a reasonable opportunity to act. We may require you to confirm the authenticity of any email request for notification before acting upon it. **DO NOT INCLUDE ANY ACCOUNT NUMBERS OR OTHER CONFIDENTIAL INFORMATION IN YOUR E-MAIL.**

### **Hardware and Software Requirements**

You do not need any special hardware or software to access eStatements. If you can access the Online Banking Service or the Mobile App, you should be able to access your eStatement. However, prior to enrolling for eStatements, you should verify that you have the following required hardware and software: A computer or mobile phone and Internet browser that can support 128-bit encryption, Internet access, access to a printer (Online Banking only) or storage medium such as a hard drive so that you can download (Online Banking only) and/or print (Online Banking only) disclosures and/or statements for your records, and an external email address.

We may revise hardware and software requirements, and if we believe there is a material chance that the changes may impact your ability to access eStatements, we will notify you of these changes in advance and provide you an opportunity to change your method of receiving disclosures (e.g., change to paper format vs. an electronic format). However, in certain cases, if your eStatement Service is terminated, you may be disqualified from receiving certain benefits, and we may charge you a fee to receive paper periodic statements. See “Withdrawal of Consent; Paper Format” above.

### **eStatement Service Access**

Access to the eStatement Service may be unavailable at times due to scheduled maintenance, unscheduled maintenance, system outage, security or other reasons. In addition, events may occur that may cause the system to become unavailable. Hawaii State FCU will make every reasonable effort to ensure optimum availability of this system. However, Hawaii State FCU is not liable for the unavailability of the system or any damage that may result from system unavailability. Hawaii State FCU disclaims any and all liability that relates to the improper use of this system. We are not responsible for any damage that may occur to your personal computer or mobile device from the use of this service or the data transmitted through the account access link.

### **Change in Terms**

Except as prohibited by applicable law, we may change the terms of this Agreement at any time. We will notify you of any change in terms, rates, or fees as required by law, by email or by postal mail. We

reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement. If there is more than one party to the account, notice to any accountholder will be effective for all.

### **Severability**

If any provision of this Agreement is determined to be void or invalid, such provision shall be deemed revised and enforced to the maximum extent permitted by law, and the remainder of this Agreement shall remain in full force and effect.

### **Headings**

This section headings used in this Agreement are for convenience only and shall not limit or affect the terms of this Agreement.

### **Governing Law; Jurisdiction; Venue**

You acknowledge and agree that this Agreement was created in the State of Hawaii, and shall be governed by and construed in accordance with the laws of the State of Hawaii (without regarding to conflict of law provisions). Any action with respect to this Agreement or an eStatement Service may be brought or transferred to federal or state courts located in Honolulu, Hawaii, unless otherwise provided in an agreement between us.

### **Acceptance of Electronic Disclosures and Notices**

Clicking on the "I Agree" button below constitutes your written signature and consent to be bound by the terms of this Electronic Statement Disclosure Agreement and to receive Member Notices electronically. You also agree that you have access to the necessary equipment for accessing and viewing eStatements and you agree to notify us if you change your email address and if you no longer want to receive statements electronically.