



## **E-STATEMENT and E-NOTICE AGREEMENT (Terms and Conditions)**

By accepting the “Lubrizol Employees’ Credit Union e-Statement and e-Notice Agreement”, you consent and agree that Lubrizol Employees’ Credit Union (herein after referred to as: LZECU) may provide certain disclosures and notices to you in electronic form, in lieu of paper form, including electronic delivery of statements (e-Statements) for your LZECU deposit account(s).

The terms and conditions of this agreement are in addition and governed by the terms and conditions of your Membership, Account Agreement, Disclosures and other documents in effect from time to time governing your account.

### **Scope of Consent for Electronic Delivery of Statements**

Your consent to receive e-Statements covers the periodic statements you are provided in connection with your LZECU deposit account(s). Your selection to receive your statements electronically will become effective immediately and means you will no longer receive paper statements in the U.S. Mail. By using e-Statements, you accept and agree to be bound by the general terms and conditions governing e-Statements, including without limitation all the terms and conditions in this Agreement.

LZECU has absolute discretion to make e-Statements available to you. Further, LZECU has the discretion from time to time and upon giving notice to you to modify, restrict, withdraw, cancel, suspend or discontinue e-Statements without giving any reason and you understand that by using e-Statements after any modification or change has been effected, you would have agreed to such modification or change.

**Accessing E-Statements:** All future statements for all accounts under your member number will be e-Statements which you will access through LZECU’S Online Banking service to download your periodic deposit account statements. Each month we will send an email notice to you advising you of the availability of your e-Statement. Your electronic statement will be available for viewing for a period of twelve (12) months (or such period as decided by LZECU and notified to you) from the applicable statement date.

### **Scope of Consent for Electronic Delivery of Notices**

Your consent to receive electronic notices covers any notice or other type of communication provided to you pursuant to the terms of this Agreement. We will send all notices, attachments, and/or documents via e-mail to the last known e-mail address provided by you. You agree to notify us promptly of any change of your e-mail address.

### **Requirement for Email Address**

You agree to provide LZECU an email address for you to access Online Banking, receive statement availability notifications and electronic records. You agree that if you change your email address, it is your responsibility to provide LZECU with a new email address for e-Statement notifications and Online Banking access.

## **Equipment Software Requirements**

To receive E-Statements or electronic records, you need Internet access and a web browser. By selecting to receive E-Statements, you represent that you have such equipment and software and that you can download, access, read, review, print and store the E-Statements LZECU provides to you.

## **Security**

You agree that LZECU shall not be held liable if you are unable to gain access to the website or to LZECU's Online Banking system from time to time. You understand that some or all of the e-Statement services and/or other LZECU system services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond LZECU's control. You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your e-Statement for each of your LZECU accounts as soon as you can access it. You must report any errors or discrepancies in accordance with our Account Disclosure as provided to you and with applicable law.

Your User ID and password that are used to access LZECU's Online Banking services should be kept confidential. The password should be changed at least every ninety (90) days. You are responsible for keeping your password, account numbers and other account data confidential.

## **Your Right to Withdraw Consent**

You have the right to withdraw your consent to have your statements provided in an electronic form at any time by submitting your request in person or in writing to: LZECU, 205 Center St., Deer Park, TX 77536. You may also submit your request by calling us at 1-800-477-5328.

Please allow up to thirty (30) days to process your request. We will then discontinue e-Statement service for that account and you will receive paper statements for subsequent statement periods. Once this is done, previous e-statements will no longer be available.

## **Disclaimer of Warranty and Limitation of Liability**

LZECU makes no warranty: 1) That the service will be uninterrupted, timely, secure or error-free. 2) The quality of the service, information or other material obtained by you through the service will meet your requirements or expectations or 3) Any errors in the software will be corrected.

LZECU shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from: 1) The use or the inability to use the service. 2) The cost of procurement of substitute goods and services resulting from any goods, data information or services purchased from the service. 3) Unauthorized access to your transmission. 4) Unauthorized alteration of your data. 5) Statements or conduct of the third-party service provider or 6) any other matter relating to the service.

LZECU has the right to terminate this agreement at any time.