Education Credit Union eDocs and Electronic Communications Agreement

This Agreement establishes the terms and conditions covering the electronic delivery of your periodic account statements, disclosures, communications, and notices instead of paper statements, disclosures, communications, and notices. In this Agreement "you" and "your" mean all parties to the accounts included on the periodic account statements, disclosures, communications, and notices for the member number designated on the enrollment. "We," "us," "our," "the credit union," and “ECU” mean Education Credit Union. “Documents” refers to periodic account statements, disclosures, communications, notices, and any other communication the credit union deems necessary. Please read it carefully. By entering into this Agreement, you accept all of its terms and conditions, including hardware and software requirements. ECU is required to provide you with specific documents under applicable federal and state statues, and their implementing regulations, as amended from time to time. By clicking “I Accept,” you are consenting ECU to, at its discretion, electronically deliver your documents. By accepting this agreement you acknowledge that you will no longer receive paper documents from us except those cases where ECU has chosen to send a paper copy and that you have the ability to access and retain all required documents. This agreement contains important information that we are required by law to provide you. Acceptance of this Agreement by one party to a multiple-party account is acceptance by all the parties.

RIGHT TO RECEIVE PAPER DOCUMENTS: Although documents will be provided to you electronically, upon request we will provide them to you in paper form. If you would like a paper copy of a document visit any of our locations; call 1-800-687-8144 or 806-358-7777; or write to us at the address below for a copy to be mailed to you. There will be no fee for a paper copy of any of the information communicated electronically except periodic statements. Note: There is a fee for each statement copy requested, please refer to the Fee Schedule for the Statement Copy fee.

Education Credit Union
4400 I-40 West
Amarillo, TX 79106

RIGHT TO WITHDRAW CONSENT: At any time you have the right to withdraw the consent given to receive documents electronically. There will be no fee for withdrawing consent. Withdraw of consent will also end your ability to access eDocs. If you wish to print or save your available statements to a file upon discontinuance of your eDocs service, you must do so before the end of the month. Your eDocs history will be deleted as of the first of the month following discontinuation of the eDocs service. If you discontinue eDocs and electronic documents and wish to resume, you will need to apply as a first-time eDocs user. Your written notice must reach us no later than 10 days before the end of the month in order to stop your eDocs service for that month. We may terminate this eDocs service for any or no reason upon 10 days prior written notice to the primary member's postal address of record. If we terminate the service, you will receive your documents with no further action required. In order to withdraw consent visit any of our locations; call us at 1-800-687-8144 or 806-358-7777; or write us at:

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4400 I-40 West
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YOUR EMAIL ADDRESS: You should keep us informed of any changes to your email address. In order for us to provide you with notice(s) regarding your account(s), please promptly contact us to update any changes to your email address we have on file. You can update your information with us by visiting any of our locations; calling us at 1-800-687-8144 or 806-358-7777; or writing us at:

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To choose email notification services (notification that your documents are ready to access online) click on the settings heading on the eDocs screen. Check the box indicating you would like an email sent when new documents are ready, input your email address, and click “save.” If you change your email address, it is your responsibility to update your email address using the email address field on the settings heading on the eDocs screen. We are not responsible for delivering your eDocs notification to a wrong email address.

SYSTEM REQUIREMENTS: To receive your account documents electronically:
1. You must have the capability to retrieve and to print out the documents or save them on your computer.
2. You must have Adobe Acrobat Reader installed on your PC. The eDocs will be provided in PDF format requiring the use of Adobe Acrobat Reader. A free copy of this software is available for download at http://www.adobe.com.
3. You must have an electronic device with an Internet connection, and Internet Browser that supports the Secured Sockets Layer protocol and encryption.
4. You must have an active email address.

SERVICE FEE: eDocs is a free service.

RETRIEVAL OF eDOCS: You may retrieve your eDocs by clicking the eDocs link on Education Credit Unions web site or through eBranch. You may retrieve the most recent twelve months' documents starting with the day that your first e-Doc is placed on-line. Your first account statement will be available in the first few days of the month following your enrollment. The remaining documents will be available in the first few days following your enrollment. All disclosures can be viewed on the ECU website, www.educationcu.com.

PROVIDING/CHANGING TEXT MESSAGE NUMBER: In addition to email alerts you may also choose to have a text message notification sent to your phone alerting you that a document is ready to access online. If you change your phone number, it is your responsibility to update your text message number using the text message field on the settings heading on the eDocs screen. The credit union will not accept any change of text message number via email or telephone. We are not responsible for delivering your eDocs notification to wrong phone numbers.

FORGOTTEN PASSWORD: If you have forgotten your password and need help accessing your account you may contact us by using the contact information provided in this agreement.

RECONCILEMENT INSTRUCTIONS/REPORTING ERRORS: Click on the Statements tab and then click Reconciliation Form and Error Resolution information link at the bottom of the screen to find the disclosures and instructions regarding your rights and responsibilities and how to proceed in the event of an error or discrepancy in your eDocs. The applicable time period within which you must notify us of any errors on your account statement shall begin the day the eDocs are available for retrieval regardless of when you receive and/or open the eDocs. You should refer to your Membership Account Agreement for further details on the terms and conditions governing your accounts.

CHECK IMAGES: To see images of cleared checks, click on the check number on your e-Doc account statement. Check images are available for six months.

RECEIVING NEWSLETTERS: You will continue to receive mailings containing the credit union's newsletters. You may opt out of these mailings. The newsletters are also available on our web site.

CLAIMS/INQUIRIES: All claims and inquiries should be directed to the credit union at (806) 358-7777 or (800) 687-8144.

SECURITY: Your consent to this agreement constitutes your affirmation that you will protect the confidentiality of your membership and personal identification. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized use of your password. You agree to contact us immediately if your membership identifying information has been or may have been lost or stolen. All statements within Education Credit Union eDocs service web site are encrypted to protect your privacy. You user name and password are encrypted, using Secure Socket Layer (SSL) technology.

CONFIDENTIALITY: The credit union will disclose information to third parties about your eDocs service access and email address: (1) to the appropriate vendor where necessary for technical support; (2) with your written permission; (3) to comply with a court order, authorized government request or applicable law.

CHANGE IN TERMS AND OTHER NOTICES: The credit union may change any term of this Agreement at any time. If there is a change, you will see a message on the eDocs log-in page directing you to select and open this Agreement for an updated copy. If the change would result in a fee to you, or a fee increase, or increased liability for you, we will notify you at least 30 days before the effective date.

DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY: The credit union makes no warranty of any kind, express or implied, in connection with the eDocs service provided to you under this Agreement. We do not and cannot warrant that eDocs service will operate without error or that the service will be available at all times. Except for claims which result solely from the negligence or intentional misconduct of the credit union as defined by applicable banking law, the credit union and its officers, directors, employees, agents or contractors are not liable for errors, disruptions, or delays, arising from any source beyond our reasonable control, or any indirect, incidental, special or consequential damages arising from the use of eDocs service or enabling computer hardware and software, by you or any third party, whether in an action in contract or tort based on a warranty or any other legal theory.

GOVERNING LAW/JURISDICTION: This Agreement is governed by and interpreted in accordance with the laws of the State of Texas and applicable federal law and regulations. You irrevocably submit to the jurisdiction of any Federal or State court sitting in the State of Texas for any action that you bring and agree that, in any action brought under this Agreement, venue shall be placed in Potter County, Texas. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.
LAST REVISED: November 28, 2022

Name (*First,Middle, Last, Suffix*)

_____

Signature

Date *(mm/dd/yyyy)* _____