

ELECTRONIC STATEMENT (E-STATEMENT) AGREEMENT & DISCLOSURE

To activate the E-Statement program, select "E-Statements" under the online banking. By pressing the "Accept" button below and entering in your email address, you are agreeing to the following;

- Electing to obtain your periodic account statements online
- Requesting that State Employees Credit Union of New Mexico discontinues the mailing of printed account statements for this account number and all other accounts associated with you
- Affirmatively consents to the receipt of all disclosures electronically through email notification
- Consenting to and acknowledging that you have read, understand and agree to be bound by the following terms and conditions of the E-Statement Agreement & Disclosure.

Electronic Statement (E-Statement) Consent Agreement

This Agreement is between State Employees Credit Union of New Mexico, and each participating member of the Credit Union's E-Statement program, together with any person who is authorized by a member to use or access this service.

E-Statement Access

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

By accessing your Online Periodic Statements, you will be able to view your periodic account and transaction activity for your deposits and loan accounts (this is excluding any credit card statement activity); electronic funds transfer transactions, periodic notice of billing error rights under federal Regulation Z and E.

In order to access you E-Statement online, you must have an active email address and be able to access the Online banking system with the State Employees Credit Union of New Mexico. At any time, you may request to receive access to the Online Banking system with a user ID and password for your accounts.

The Online banking system 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.

In order for the credit union to provide you with the maximum level of security, we require that the member use a browser that supports 128-bit encryption. The browsers that include these requirements are:

Microsoft Internet Explorer- Version 5.0 or higher. Note that not all Version 5. x browsers come with support for 128-bit encryption. If not, the browser may need to be updated to this level of encryption.

Netscape Navigator- Version 6.1 or higher. Note that not all versions of this browser come with the 128-bit encryption. This browser can be updated to the correct level of encryption.

Adobe Acrobat Reader- Version 4.0 or higher, or a TIFF viewer. These can be used to view your documents.

Right to Receive Paper Statements

Once you enroll in this voluntary program, your paper statement will no longer be sent to you. Although, you have elected electronic delivery, you do have a right to receive a paper copy of your periodic statement. You have access to print your periodic statements from the online banking or you must request a copy by telephoning the credit union at (800) 983-7328, or write to the credit union at:

State Employees Credit Union of NM
813 St. Michael's Dr
Santa Fe, NM 87505

The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for requests to receive an account statement in paper form.

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 Credit Union instructions while participating in our E-Statement 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 in any way not affect the enforceability of your signature or any resulting contract between you and the 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 email address is required to participate in our E-Statement delivery. We will send you an email notification at your last known email address when your online statement is available. You agree to accept responsibility for notifying us if your email address has changed. Your online statements will remain accessible through the Online Banking system. If we send you an email notification and it is returned to us as undeliverable, you will still be able to access your statement from the Online Banking. The Credit Union will start mailing paper statements to you after we have received the returned email notification.

Your Right to Withdraw Consent

You have the right to withdraw your consent to receive your statement in electronic form at any time. If you elect to withdraw your consent there is currently no cost to you and your participation in the Program will be terminated.

To withdraw your consent you must submit something in writing to the Credit Union. If you choose you may mail the letter to the Credit Union with your signature three (3) times and copy of ID. This can be mailed to the address above.

If your E-Statement Cancellation Form is received within five (5) business days prior to the end of the statement cycle, your current (monthly/quarterly) statement will be distributed to you in paper form. If it is not received within the above-mentioned time frame your current (monthly/quarterly) statement will be distributed to you in electronic form and subsequent statements will be distributed to you in paper form.

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 email 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 email or other electronic communication; and may respond to any e-mail at either the address provided with the communication, the email address that you originally provided when signing up for the E-Statement Program or on your Member Application, or written communication received.

Although we have no obligation, we reserve the right to require authentication of emails or electronic communications. The decision to require authentication is at the sole discretion of the 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.