

# Disclosure: E-Statements

*Please take a moment to read these terms carefully and print a copy for your records. The E-statements service is available through Online Banking.*

In accordance with the E-Sign Requirement, you have the right to obtain this disclosure in paper format. You may contact our Member Services Department to obtain a paper copy of this disclosure at no charge.

## CHANGE IN TERMS

It may be necessary, from time to time, to change the terms or conditions regarding your E-Statement access. In the event such a change is necessary, you will receive an ALERT message on Online Banking to inform you. This will take place at least 21 days prior to the date on which the change becomes effective. In the event an immediate change is required to maintain the security of your account or the Credit Union system, we shall notify you via e-mail within 10 days of making the change.

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## YOUR BILLING RIGHTS

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENTS.** If you think your statement is wrong, or if you need more information about a transaction on your statement, write to us on a separate sheet at the address listed on your statement. Write us as soon as possible. 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 us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- 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 not sure about.

## YOUR RIGHTS AND RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to send statements for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you, write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report to that you have a question about your statement. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is settled.

If we do not follow these rules, we cannot collect the first \$50 of the amount, even if the statement was correct.

**SPECIAL RULE FOR CREDIT CARD PURCHASES:** If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:(a) You must have made the purchase in your home state, within 100 miles of your

current mailing address, and (b) the purchase price must have been more than \$50.00. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

#### **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Write or telephone us at the address listed on your statement as soon as you can if you think your statement receipt is wrong, or if you need more information about a transfer on the statement or receipt. We must hear from you no later than **60** days after we sent you the **FIRST** statement on which the error or problem appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

#### **E-STATEMENT ACCESS**

Accessing your E-Statement through MOBILITY Credit Union's E-Statement interface confirms your agreement to be bound by all disclosures and agreements, and acknowledges your receipt and understanding of this agreement.

In order to access your E-Statement online, you must have an active Online Banking account established with the credit union.

The service is generally available 24 hours a day, seven days a week; however, the service may be unavailable from time to time for routine software and hardware maintenance or due to unscheduled down time.

#### **ACCESS REQUIREMENTS**

You need a computer or mobile device, related equipment, and an Internet connection in order to access your E-Statement. In addition, you need to install Internet browser software on your computer if you do not already have it. Modifications to the services in the future may require installation of upgrades to the browser's software. You are responsible for installation, maintenance, and operation of your browser's software.

It is your sole responsibility to insure your personal computer or mobile device and related equipment are compatible with and capable of operating in a manner that allows you to utilize the E-Statement service.

#### **PARTICIPATING PARTY RIGHTS**

You have the right to terminate your E-Statement access at any time upon delivery of written (e-mail acceptable) notice to MOBILITY Credit Union. MOBILITY Credit Union has the right to terminate its obligation to provide E-Statement services to you upon ten days of prior written notice (e-mail acceptable).

You agree to waive and release any claims against MOBILITY Credit Union arising out of or in anyway related to the E-Statement service, except for those claims resulting solely from the negligent acts or omissions of the credit union.

You understand that Fiserv and Lanvera are providing this service to you on the credit union's behalf. All questions regarding your E-Statement access should be directed to the credit union at 1-800-388-7889.

#### **E-STATEMENT SERVICE PROVIDER**

Lanvera is an E-Statement supporting vendor along with our core processor, Fiserv. All claims and inquiries should be directed to the credit union at 1-800-388-7889 or through e-mail at [eservices@mobilitycu.com](mailto:eservices@mobilitycu.com)

#### **E-STATEMENT SERVICE CANCELLATION**

You may cancel your E-Statement access at any time from within Online Banking.

Note: If you cancel your Online Banking account access, your E-Statement access will also be cancelled.

#### **CONFIDENTIALITY**

We will disclose information to third parties about your E-Statement access:

1. Where it is necessary for completing a technical support call to Lanvera
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2. In order to verify the existence of conditions of your account for a third party or if you give us written permission.
3. Comply with a government agency or applicable law.

**E-STATEMENT CUSTOMER SUPPORT**

In case of questions about your E-Statement access, call the credit union toll free at 1-800-388-7889 or by e-mail at [eservices@mobilitycu.com](mailto:eservices@mobilitycu.com).

**FEE SCHEDULE**

E-Statement access is provided as a FREE service to those members with Online Banking access.

**Date of Last Update:**

The terms of this Agreement were updated on December 1, 2014.

If you have any questions regarding these Terms and Conditions, the site, or the services, please contact [eservices@mobilitycu.com](mailto:eservices@mobilitycu.com).

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## 24 - Hour Automated Phone System (800) 388-7889

Our audio response system offers access to your credit union accounts virtually 24 hours a day. We hope this overview will make your next call pleasant and efficient. While visiting our automated phone system, please be patient and listen carefully to the options available. Remember, you may select the following options at any time:

**Select an account** – You will have the option of selecting an account from a menu that is unique to your entire account structure. You may check individual account balances, deposits, withdrawals, etc.

**Transfer Money** – A menu of accounts available for transfer activity will be read followed by various transfer prompts within that account.

**All Accounts Balance** – Provides balances on all accounts including deposit, certificate, IRA and loans.

**General Information**

- Press 1 -Location and office hours
- Press 2 Nearest ATM locations
- Press 3 -Current promotions

**Product Information**

- Press 1 – Rates and products
- Press 2 – Calculate a loan payment

**More Choices**

- Press 1 – Change PIN
- Press 2 – Log on with a member I.D.

When you've finished accessing account information or performing transactions, simply hang up.

Press # to return to previous menu.

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