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## **ELECTRONIC STATEMENT DISCLOSURE AGREEMENT ELECTRONIC DELIVERY OF STATEMENTS AND NOTICES**

By submitting your request for electronic statements (also known as e-statements), you consent and agree that GPO Federal Credit Union may provide certain disclosures and notices to you in electronic form, instead of paper form.

### **DEFINITIONS**

As used in this Agreement, the words “we,” “our,” “us” and “Credit Union” mean GPO Federal Credit Union. “You” and “your” refer to the account owner(s) authorized to receive e-statements under this Agreement. “Account” or “accounts” means your GPO share and/or loan accounts (including your credit card account if you choose to include that at sign-up). “Business days” mean Monday through Friday. Federal holidays are not included.

### **SCOPE OF CONSENT FOR ELECTRONIC DELIVERY OF STATEMENTS & NOTICES**

Your consent to receive electronic statements covers the periodic statements you are provided with in connection with your GPO share and loan accounts (and your GPO credit card account if you choose to include that at the time of sign-up). Your consent also covers all disclosures that are required or may be provided in regard to your account(s), including, but not limited to, the Billing Rights Statement as required by the Truth in Lending Act and the Error Resolution notice required by the Electronic Fund Transfer Act. GPO may also periodically e-mail notices that include, but are not limited to, monthly newsletter, change in account terms and conditions, and other promotional material.

You understand that GPO will no longer mail a printed loan and share account statement to your address of record. All future statements will be maintained through our secure website from which you access to obtain, review, print and copy or download your periodic statements. Each statement period, we will send an e-mail notice to you advising you of the availability of your e-statement and the website where you can access your statement. You may then access your statement via our secured website using the procedures we authorize. Your consent to receive electronic notices covers any notice or type of communication regarding your account(s) provided to you pursuant to the terms of this Agreement.

### **E-STATEMENT PROCEDURES**

You will receive an e-mail shortly after the end of each statement period (either monthly or quarterly depending upon your account relationship) letting you know of the availability of your statement. The notice will include a link to GPO’s e-PAT log-in page which also may be accessed from GPO’s website ([gpofcu.com](http://gpofcu.com)). You must log into the e-PAT page to view your statement. Once on the e-PAT page, click on the “statement” option to view and/or print your statement. Links will be provided to important disclosures, as well as terms and conditions.

### **DUTY TO REVIEW PERIODIC STATEMENTS**

Upon receipt of your e-statement statement, you must promptly access and review it and any accompanying items and notify us in writing within the applicable time period specified in your Account Agreement or Loan Agreement of any errors unauthorized transactions, or other irregularity. If you allow someone else to access your statement, you are still fully responsible to review the statement for any errors, unauthorized transactions, or other irregularities. Any applicable time periods within which you must notify us of any errors

on your account statement(s) shall begin on the e-mail date regardless of when you receive and/or open the e-statement.

### **CHANGE OF E-MAIL ADDRESS**

You agree to notify us immediately of any change in your e-mail address. This may be done through the secured e-PAT web page or in writing to the credit union. If your e-mail address changes and we are not able to electronically deliver your statement after two statement period cycles, GPO will automatically revert to mailing your statement to your address of record. Should this address change, it is your duty and responsibility to notify us as well.

### **SECURITY**

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 GPO accounts as soon as you access it. You agree to protect the confidentiality of your account and account number, and your personal identification information, as well as your driver's license number and Social Security Number, You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account.

As is the case with everything traveling through the Internet, security is of the utmost importance. Even statements being mailed via the postal system have their own set of security issues. This is why GPO has chosen to notify you via e-mail that your statement is ready and where to retrieve it. The e-mail serves only to notify you that your GPO e-statement is available. The e-mail will not contain your statement. Your GPO e-statement will only be available through our secure e-PAT online banking system.

### **PASSWORD SECURITY**

For security reasons, we require that you log into GPO's e-PAT system to access your e-statement. If you incorrectly enter your GPO password three times you will be prevented from access. If you are prevented access due to an incorrect password, contact the credit union for assistance at (315) 724-1654. If you want to change your password, you may do so by resetting it once you have gained access to the e-PAT system. Your log in password is confidential information that should be known only by you. You are responsible for keeping your log in password confidential. GPO will not, for any reason, ask for your log in password. If anyone contacts you and requests this information, contact us immediately.

Here are some suggestions for maintaining password secrecy:

- Memorize your passwords – never write them down.
- Try to use random numbers and letters for your password. Avoid using passwords that could be easily guessed by others (like your name, your phone number, your date of birth, etc).
- Always exit your password before leaving your computer unattended.
- Notify the credit union immediately if you have any reason to believe that the confidentiality of your password has been compromised.
- If there are joint relationships on your account, your password may be changed using the procedures described above by an authorized party to your account. The credit union shall have no obligation or liability to any of the parties to a joint-relationship account if the password is changed using the procedures we authorize.

### **YOUR RIGHT TO WITHDRAW CONSENT**

You have the right to withdraw your consent to having your statements provided in electronic form by going to the "CU Services" page of the e-PAT system and checking the applicable choice under e-mail preferences.

By doing so, you will disable the exclusive electronic delivery option of your statement. We must receive your withdrawal of consent not less than three business days before the date that statements are processed for that statement period. You will receive paper statements for subsequent statement periods. However, your e-statement will continue to be available via the e-PAT system.

### **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for particular purpose, in connection with the e-statements provided to you under this Agreement. We do not and cannot warrant that e-Statements will operate without error, or that e-Statements will be available at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of e-Statements, including loss of profits, revenue, data or use by you or any third party, whether in an action, in contract or tort or based on a warranty of any other legal theory.

### **JOINT ACCOUNTS**

If your share account is joint with another person, one of you may consent to receive disclosures electronically and that person's election to receive e-statements shall apply to both of you. We will then send the notice regarding the availability of your e-statements to the e-mail address provided in lieu of providing a paper statement.

### **CHANGE IN TERMS**

We may change any term of this Agreement at any time. If you do not wish to accept the change, you may terminate this agreement by withdrawing your consent to receive statements and notices electronically.

### **OUR RIGHT TO TERMINATE**

You agree that we can terminate our e-statement service and revert to printed, mailed statements for any reason at any time.

### **COMMUNICATIONS BETWEEN GPO AND YOU**

Unless this Agreement indicates otherwise, you may communicate with GPO in any one of the following ways:

- Via E-Mail at [e-statements@gpofcu.com](mailto:e-statements@gpofcu.com)
- Via Telephone at (315) 724-1654 or 1-800-822-5476
- Via Postal Mail at 4311 Middle Settlement Road, New Hartford, NY 13413
- In Person at any GPO branch (for a complete listing for branches and hours refer to our web-site at [www.gpofcu.com](http://www.gpofcu.com))

### **REQUESTING A PAPER COPY OF A STATEMENT**

Requests for paper copies of a statement may be made by e-mailing us at [gpofcu@gpofcu.com](mailto:gpofcu@gpofcu.com) or by calling (315) 724-1654. There may be a fee for statement copies. Please reference GPO's Fee Schedule.

### **STATEMENT ACCESSIBILITY & RETENTION**

To open and view an e-statement or any other document sent by GPO, your computer must be equipped with Adobe Acrobat software version 4.0 or higher. You may download Adobe Acrobat for free at [www.adobe.com](http://www.adobe.com). To retain a copy of your statements, you will need a printer attached to your computer capable of printing Web pages.

### **ADDITIONAL TERMS & CONDITIONS**

The terms and conditions of your Membership and Account Agreement for each of your GPO accounts, as

well as your other agreements with GPO such as loans continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is also subject to applicable Federal laws and the laws of the State of New York. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and GPO's successors and assigns. Certain obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. By signing this Electronic Statement Disclosure Agreement, you agree to its terms and conditions. It will be effective on the date of signature.