

# **e-Sign Disclosure and Consent**

Please read this document carefully and print a copy for your reference.

## **Coverage**

This Disclosure and Agreement applies to all Communications for internet based products and services offered by WestStar Credit Union which permits you to access your account(s) with us via the Internet for services selected by you and agreed upon by us. This Agreement applies to all persons that are parties to the account(s) regardless of account type. In this Agreement, the terms “you” and “your” refer to each user on an account accessible by an eService, and the terms “us,” “we,” and “our” refer to WestStar Credit Union. By requesting and accessing any eService, you agree to abide by the terms and conditions of this Agreement and acknowledge your receipt and understanding of the important disclosures contained in this Agreement and in the Important Account Information for our Members disclosures.

## **Scope of Communications to be Provided in Electronic Form**

By clicking “Agree” below and/or by using, or allowing another to use, any eService, you agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic Communications and transactions includes, but is not limited to: 1) All legal and regulatory disclosures and communications associated with the product or service available through the online service of your account; 2) Notices or disclosures about a change in terms of your account or any associated payment feature and responses to claims; 3) Privacy policies and notices; and 4) Account information such as statements and account analysis information.

## **Method of Providing Communications to You in Electronic Form**

All communications that we provide to you in electronic form will be provided either 1) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, 2) via e-mail, or 3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose. We reserve the right to communicate with you in writing through the U.S. Postal Service or by private courier even if you have consented to electronic Communications.

### **How to Withdraw Consent**

You may withdraw your consent to receive Communications in electronic form at any time for any or all of your Accounts. You may do so by contacting us as described in the “How to Contact Us” section below. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications, however, your access and use of some or all online services may be terminated. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

### **Updating Your Records**

It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Disclosure and your Account(s), and to maintain and update promptly any changes to this information. You can update information (such as your e-mail address) through the online service or by contacting us as described in the “How to Contact Us” section below and in any other ways we may make available to you from time to time.

### **Hardware and Software Requirements**

In order for you to properly access, receive, review, and retain electronic disclosures and conduct electronic transactions through our online banking website [www.weststar.org](http://www.weststar.org), the following minimum computer system requirements must be satisfied:

- A personal computer or other device capable of accessing the internet. Your access to this page verifies that your system/device meets these requirements.
- An Operating System that supports the Cryptographic Protocol TLS 1.1 or higher and compatible Web Browser. Your access to this page verifies that your browser and device meet these requirements.
- Software that permits you to receive and access Portable Documents Format or “PDF” files, such as Adobe Acrobat Reader version DC or higher (available for downloading at <https://get.adobe.com/reader>). Your access to this page verifies that your system/device has the necessary software to permit you to receive and access PDF files.

- A computer, operating system and internet access capable of receiving, accessing, displaying and either printing or electronically storing Communications provided by us.
- Windows 7 or later version running either Internet Explorer version 8.0 or higher, or Google Chrome version 30.0 or higher, or Firefox version 43.0 or higher, or Macintosh OSX 10.8 or higher running Safari 7 or greater.

You are responsible for selecting equipment, hardware, software, Internet Service Provider (ISP), or any part of them, and for any defect, malfunction or interruption in service or security due to hardware failure, your choice of ISP and systems and computer services.

### **Requesting Paper Copies**

We will not send you a paper copy of any Communication unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us at the number or addresses provided in the “How to Contact Us” section below. We may charge you a fee for paper copies as disclosed in our Fee Schedule.

### **Communications in Writing**

All Communications in either electronic or paper format from us to you will be considered “in writing.” You should print or download for your records a copy of this Disclosure and any other Communication that is important to you.

### **Federal Law**

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

### **Termination/Changes**

We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

### **How to Contact Us**

You can communicate with us in any of the following ways:

E-mail: [eservices@Weststar.org](mailto:eservices@Weststar.org) (Please note that normal e-mail may not be secure and that personally identifiable information such as your account numbers or banking transactions should not be transmitted this way.)

To contact us over a secure connection: Please use the secure electronic forms provided through the Online Message Center, located on the Account Services tab of your On-Line Banking.

Phone: 702-791-4777 or (800) 729-9328

Mail: WestStar Credit Union, Member Services, P.O. Box 94138, Las Vegas, NV 89193-4138

### **Liability for Unauthorized Access**

Access to your accounts requires utilization of a User ID and Password and constitutes your access code (Access Code). Your Access Code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Access Code. You may change your Access Code at any time. You agree not to disclose or otherwise make your Access Code available to anyone not authorized to sign on your accounts. If you disclose your Access Code to another person, whether it is intentional, accidental, or negligent action, you are responsible for any such action. If you fail to maintain the security of the Access Code and WestStar suffers a loss, we may terminate your On-Line Banking access and account services immediately. You are responsible for all transfers and bill payments you authorize under this agreement. If you permit other persons to use the On-Line Banking services or your Access Code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your access code or accessed your accounts through On-Line Banking service without your authorization.

### **Disclaimer**

WestStar Credit Union makes no warranty of any kind, express or implied, in connection with the eServices provided to you under this Agreement. We do not and cannot warrant that eServices will operate without errors, or that any or all eServices will be available and operational 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 or access to [www.weststar.org](http://www.weststar.org); including, loss of profits, revenue, data or use by you or any third party. You further agree that WestStar Credit Union will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at any location you elect to use to gain access to eServices.

We will not be liable for any action or transaction not processed, through no fault of ours, (a) if you do not have sufficient funds in the account from which a payment or transfer is to be made, (b) if the account has been closed, (c) if the account is not in good standing, or (d) if we reverse an action or transaction because of insufficient funds. Further we will not be liable (a) if the action or transaction you authorized would cause your account to exceed any credit limit assigned to that account or (b) if circumstances or persons beyond our or our agent's control prevent, delay, intercept, or alter the processing of an action or transaction, despite reasonable precautions that we have taken. Such circumstances include, but are not limited to, (a) equipment failure, (b) telecommunications failure or interruptions, (c) labor disputes, (d) wartime, (e) acts of terrorism, (f) fire, (g) floods, and (h) other disasters.

### **Consent**

By selecting "Agree," you hereby give your affirmative consent to provide electronic Communications to you as described above. You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current e-mail address at which we may send electronic communications to you.

This e-Sign Disclosure and Consent replaces any previous e-Sign Disclosure and Consent.

6/2017