



## Section III: Electronic Services

The Credit Union offers a variety of electronic services. By establishing and/or using electronic services, you agree to the following terms, conditions, and any amendments governing your and our rights and responsibilities concerning these services.

### 1. E-Documents Electronic Delivery:

- a. **Scope of Communications:** Law, regulation, and/or agreement require the Credit Union to provide you certain Communications "in writing". With your consent, we offer you the option to receive these Communications by Electronic Delivery. **By enrolling in the Credit Union's E-Documents Electronic Delivery service, you agree to receive all Communications relating to your membership and accounts via electronic delivery.** Communications include, but are not limited to the following:
  - i. All legal, regulatory, or other disclosures associated with an Account or Service.
  - ii. All periodic statements for an Account or Service, along with any notices related to such statements that we are required or permitted to include with paper statement.
  - iii. All other documentation relevant to an Account or Service, including agreements, amendments, account opening documentation, billing statements, policies and procedures, including our Privacy Policy, terms and conditions, authorizations, updates, notices, responses to claims, transaction history, Individual Retirement Account and Employee Retirement Income Security Act information, including but not limited to notices, plan documents, amendments, account opening, verification, maintenance notices, and other such information.
  - iv. Member material including proxy materials, periodic reports, tender offer materials, corporate actions, fact sheets, newsletters, announcements, and other similar disclosures, materials, or information.
  - v. Investments materials, including any Communication or disclosures required or permitted to be delivered to you in connection with any investment, strategy, opportunity or securities transaction.
  - vi. Documents related to the administration, management, investment, and distribution of Accounts or Services owned or used by trustees or other fiduciaries.
  - vii. Trade confirmations for transactions made for or against an Account, as well any document, notice, or other information which we are required or permitted to deliver with trade confirmations.
  - viii. Documents evidencing, governing, or related to credit facilities, including, without limitation, secured and unsecured extensions of credit, mortgage loans and home equity lines of credit, letters of credit, derivatives and other swap transactions, requested by you as well as notices, confirmations, authorizations, or other information in which we are required or otherwise choose to send in relation to such credit facilities.
  - ix. Tax forms and reports relevant to an Account or Service, including tax forms, which we are required or permitted to deliver via Electronic Delivery including, but not limited to, forms in the 1098 and 1099 series and Schedules K-1. Please see the section titled "Additional Provisions for Tax Documents" below for additional terms for electronic delivery of Tax Documents.
  - x. Communications for advisory or managed Accounts or Services.
  - xi. Marketing materials.
  - xii. Any other documents or other information required to be provided "in writing" or that we otherwise provide to you, or that you sign, submit, or agree to at our request, in connection with your relationship with us.
- b. **Enrollment:** The Credit Union must receive your affirmative consent to send documents to you electronically. You can provide your affirmative consent and enroll in E-Documents Electronic Delivery as part of the online membership application process or you can log in to Digital Banking and tap the E-Documents tab. Once you enroll, the Credit Union will continue to send your Communications electronically until you tell us otherwise, as described further below. If you consent to receive E-Documents, it is your responsibility to check your email for notifications of when your Communications are available to view online. **To receive Communications via postal mail, do not enroll in E-Documents.**
- c. **Delivery Preferences:** You may select or modify your delivery preferences for certain Communication categories that we, at our sole discretion, may make available for any of your Accounts or Services, except for Accounts or Services offered only via online or mobile platforms collectively referred to as Digital Only Account and Services. The physical delivery of Communications is not available for Digital Only Accounts and Services. Even if you select physical delivery for a category of Communications in your delivery preferences, at our discretion, we may send Communications to you through Electronic Delivery in certain circumstances, including during emergencies, time sensitive situations, process disruptions, or other similar events. In such cases, your consent to Electronic Delivery will apply. Additionally, we reserve the right, but assume no obligation, to provide paper copies of any Communication that you have authorized to receive via Electronic Delivery, even if you set your preferences to Electronic Delivery for these Communications.

Modifying your delivery preferences does not constitute a withdrawal or modification of your consent to Electronic Delivery. To withdraw your consent of the E-Documents Electronic Delivery service, you must follow the instructions set forth in the *Withdrawing Consent* section of this document. Sometimes you





are required to provide us with written notice by law or under our Agreement with you. You must provide these notices to us on paper unless we tell you how to deliver the notice to us electronically.

- d. **Method of Delivery:** We will provide all electronic Communications by one or more of the methods listed below. When your Communications are ready for viewing, we will notify you at your email address on file as to where you can access your Communications. The Credit Union encourages you to print, download, or otherwise retain all Communications provided to you via Electronic Delivery.
  - i. Via electronic messaging such as email or SMS text or push notifications to your mobile device;
  - ii. Via access to a website, including our mobile websites or websites of third party service providers who we engage to deliver electronic messaging at the time the information is available.
  - iii. Via our mobile applications; or
  - iv. By requesting you to download other specified electronic files, such as HTML or PDF files, containing the Communications.
- e. **Email Address on File:** It is your responsibility to provide and maintain a true and valid email address on file. If you change your email address, please notify us immediately. You can update your email address on file by logging into Digital Banking, by calling 800-388-3000, or by visiting a local branch.
- f. **Service Access:** Our E-Documents Electronic Delivery service is generally available 24 hours a day, 7 days a week. The Credit Union will make every reasonable effort to ensure optimum availability; however, the service may be unavailable from time to time for routine hardware or software maintenance or due to unscheduled down time. The Credit Union is not liable for the unavailability of the system or any damage that may result from system unavailability. We are not responsible for any damage that may occur to your personal device from the use of this service or the data transmitted through the access link.
- g. **Hardware and Software Requirements:** To access, view, print, and/or retain Communications, you must have:
  - i. Access to a computer or mobile device with an operating system capable of receiving, accessing, displaying, and printing or storing your Communications;
  - ii. An active Internet connection;
  - iii. An internet browser such as Chrome, Firefox, Safari, or Edge that supports a minimum of 128-bit encryption;
  - iv. An email account with an Internet service provider and associated email software capable of receiving email notifications;
  - v. Access to Adobe Acrobat Reader software (available at no charge at [www.adobe.com](http://www.adobe.com)) to view your Communications;
  - vi. Sufficient electronic storage to retain your Communications; and
  - vii. A printer capable of printing website pages.
- h. **Withdrawing Consent.** The Credit Union does not require you to enroll for electronic Communications; however, we may assess you certain fees, as described in our Fee Schedule, if you choose to receive paper statements. You may withdraw your consent to receive electronic Communications at any time by calling 800-388-3000, by mailing us at 2645 S Mojave Road, Las Vegas, NV 89121, or by visiting a local branch. Withdrawal of your consent to receive electronic Communications will be effective only after the Credit Union has reasonable time to process your withdrawal.
- i. **Requesting Paper Copies:** Even if you enroll for our E-Documents Electronic Delivery service to receive Communications electronically, you may still obtain a paper copy of any Communication upon request by contacting us at 800-388-3000, by mailing us at 2645 S Mojave Road, Las Vegas, NV 89121, or by visiting a local branch. There may be a fee associated with receiving a paper statement as described in our Fee Schedule.
- j. **Communications in Writing:** We will consider all Communications provided to you in either electronic or paper format as "in writing". If you wish to keep the Communications for your records, you should download and save those Communications or print and store them securely.
- k. **Consent to Use Electronic Records and Signatures:** Any of the following actions constitutes your signature, acceptance, and agreement as if actually signed by you in writing.
  - i. The use of a key pad, mouse, or other device to select an item, button, icon, or similar act/action or to otherwise provide us instructions while participating in our E-Document Electronic Delivery service.
  - ii. Accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures, or conditions
- l. **Federal Law:** You acknowledge and agree that by enrolling in our E-Documents Electronic Delivery service:





- i. Your consent is provided in connection with a transaction affecting interstate commerce;
  - ii. That it is subject to the federal Electronic Signatures in Global and National Commerce Act (the E-SIGN Act); and
  - iii. That you and the Credit Union both intend that the E-SIGN Act applies to the fullest extent permitted by law.
- m. **Termination/Changes:** We reserve the right, at our sole discretion, to discontinue providing you with electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications.

## 2. Electronic Funds Transfer (EFT) Services

a. **General Service Terms:** EFT services are electronically initiated money transfers involving your Credit Union deposit accounts and include, but are not limited to, ACH, Wire Transfers, Direct Deposit, Electronic Checks, ATM Transfers, Online and Phone Banking Transfers, External Transfers, Bill Payments, and One2Pay transactions.

- i. **Our Liability:** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for losses or damages. If we do not complete a transfer to or from your account on time or in the correct amount according to this Agreement, our sole responsibility for an error will be to correct the error. In no case will we be liable for any indirect, special, consequential, or incidental damages. However, there are some exceptions. We will NOT be liable if:
  - (1) Through no fault of our own, you do not have enough money in your account to make the transfer.
  - (2) The transfer would go over the credit limit on your overdraft line.
  - (3) The automated teller machine where you are making the transfer does not have enough cash.
  - (4) The terminal or system was not working properly and you knew about the breakdown when you started the transfer.
  - (5) Circumstances beyond our control, including but not limited to legal process; labor unrest; computer or other equipment failure; interruption of communication facilities; civil unrest or disturbance; emergency conditions; or potential violation of any guideline, rule, or regulation of any government authority prevent the transfer, despite reasonable precautions we have taken.
- ii. **Member Liability:** You are responsible for all transfers you authorize using EFT services under this Section II. If you permit other persons to use an EFT service, card, PIN, or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. Inform us immediately if you believe anyone has used your account, card, PIN, or access code and accessed your accounts without your authority or if you believe anyone made an EFT without your permission using information from your checks.
  - (1) For debit card, purchase transactions, if you notify us of your lost or stolen card, you may not be liable for any losses. These liability limits will apply, provided you were not grossly negligent or fraudulent in handling your card and you provide us with a written statement regarding your unauthorized debit card claim. Otherwise, the following liability limits may apply. For all other EFT transactions except electronic check transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had informed us, you could lose as much as \$500. Additionally, if your statement shows EFT transfers you did not authorize, including those made by debit card, PIN, access code, or other means, inform us at once. If you do not inform us within sixty days after we mail or make the statement available, you may be liable for up to the full amount of the loss if we can prove we could have stopped someone from making the transfers if you had informed us. If a legitimate reason (such as a hospital stay) kept you from informing us, we may, but have no obligation, to extend these timeframes. If you suspect your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, please call us toll-free at 800-388-3000 or write to One Nevada Credit Union, 2645 S Mojave Rd, Las Vegas, NV 89121.
- iii. **Fees:** EFT service fees are set forth in our Fee Schedule. From time to time, we may charge fees at our sole discretion. We will notify you of any changes as required by law. If you use an ATM not operated by us, the ATM operator or ATM network you use may charge you a surcharge fee. The Credit Union will deduct the ATM surcharge from your account if you elect to complete the transaction. You may not use the card for any illegal or unlawful transactions, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. If you conduct a debit card transaction and you have opted in to Overdraft Protection, or you conduct any other EFT and overdraw your account, you agree to pay an Overdraft fee as set forth in the Fee Schedule.
- iv. **Right to Receive Documentation**
  - (1) **Periodic Statements:** The Credit Union will record transfers and withdrawals transacted through any EFT on your periodic statement provided by mail or electronically. Unless law prohibits us from doing so, you will receive or can access a periodic statement. You may request us to

