

Terms & Conditions - ACH Dispute

I declare that the debit transaction was not originated with fraudulent intent by me or any person acting in concert with me.

I agree to the following regarding Element Federal Credit Union electronic forms submissions:

1. I understand I may submit transaction and account requests using my computer, tablet, phone or credit union supplied computing device. I can initiate transactions and account requests from anywhere. Element Federal Credit Union will verify my identity by the information I provide on the forms as well as physical identification verification if I complete my transaction in a branch. I agree to these processes.
2. I understand Element Federal Credit Union may collect certain information when I perform a transaction request. This data includes geographic location, identifying mobile device or tablet information or other data used exclusively to verify that I am the person who is authorizing these electronic requests.
3. If I am using the call ahead transaction feature, I understand I will be required to provide proof of my identity when I visit a branch to collect the requested transaction. If I am initiating the transaction request in a branch, I will also be required to provide proof of my identity.

Other terms and conditions:

This Web site and its contents are the property of Element Federal Credit Union and are copyrighted 2012 by Element FCU. All rights reserved. The information presented on this site has been prepared and is for the use of Element Federal Credit Union members only. By downloading any material from this site, I agree that the information is for my own personal use and for no other purposes. Further reproduction of any Element Federal Credit Union copyrighted material or name is prohibited by law.

If I use the e-signature feature of this Web site, then I agree to conduct transactions with electronic records and electronic signatures instead of paper-based documents and signatures. I am under no obligation to transact business electronically. I may choose to simply download forms from this Web site and submit them via regular mail or facsimile.

By my use of the e-signature feature of this Web site, I represent and warrant without reservation that I have the legal right, power, and authority to agree to all terms contained in the electronic records on this Web site on behalf of myself and the member on whose behalf I am acting, if different. I further agree that my use of the e-signature feature of this Web site constitutes an "electronic signature" as defined by the Electronic Signatures in Global and National Commerce Act ("E-Sign") and the Uniform Electronic Transactions Act ("UETA") and that I have formed, executed, entered into, accepted the terms of, and otherwise authenticated the terms specified herein for the use of the e-signature feature of this Web site. I further acknowledge and agree that proceeding to use the e-signature feature of this Web site constitutes my full agreement to all terms and conditions contained herein and that such agreement is an "electronic record" for purposes of E-Sign, UETA, and the Uniform Computer Information Transactions Act and as such is completely valid, has legal effect, is enforceable, and is binding on, and non-refutable by me and the member on whose behalf I am acting, if different, as if it were any other duly executed paper contract.

By your use of the e-signature feature of this Web site I am deemed to have read every record and document before electronically signing same. If I do not understand any record or document, then I agree to communicate directly with an appropriate agent of Element Federal Credit Union concerning my understanding prior to my continued use of the e-signature feature of this Web site. By my use of the e-signature feature of this Web site, I consent to jurisdiction and venue in Kanawha County, West Virginia, for any dispute arising out of same, and I further agree that Element Federal Credit Union shall be entitled to reasonable attorneys fees, including pre-litigation fees, for enforcement in any court of any of the terms and conditions contained herein.

I agree to immediately notify Element Federal Credit Union of any change in my e-mail address.