

## VANTAGE WEST CREDIT UNION

### ELECTRONIC STATEMENT (“eStatement”) CONSENT AGREEMENT

*Please read this information carefully and print a copy and/or retain this information electronically for your records.*

This Agreement is between Vantage West Credit Union (hereinafter “we, us, our or Credit Union”), and each participating member of the Vantage West Credit Union’s eStatement program, together with any person who is authorized by a member to use or access this service (hereinafter referred together as “you, your or yours”).

**eStatement Access.** Accessing your eStatement confirms your agreement to be bound by all disclosures and agreements and acknowledges your receipt and understanding of this agreement. By accessing your online periodic statements you will be able to view your periodic account and transaction activity for your deposit and loan accounts, notices for insufficient funds, certificate maturity notices (or other similar account notices), year-end tax statements, electronic funds transfer transactions, periodic notice of billing error rights under federal Regulations Z and E, and Credit Union newsletters and/or statement stuffers, which may contain important legal notices that affect you.

In order to access your eStatement online, you must establish and maintain an accurate email address and have an active Online Banking service established with the credit union. You can access your eStatements online through the credit unions Online Banking at <https://vantagewest.org/login/onlinebanking/>. Use your Username and Password to access your account and click on the eStatement menu button.

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

**Email Address Required-Notification Of Statement Availability.** Your email address is required to participate in our eStatement delivery program. We will send you an email notification at your last email address of record when your online statement is available. You agree to accept responsibility for updating your email address with us or updating within the Online Banking service. Your online statements will remain accessible on our web site for thirty six (36) months.

**Access Requirements.** The eStatement platform and [vantagewest.org](http://vantagewest.org) are optimized for use with certified/recommended browsers/settings. If you use a different browser/setting, you may not be able to take full advantage of all the features of the site. You can access the latest system requirements at <http://vantagewest.org/member-center/security-center/computer-internet-usage-security-tips/>. Adobe Acrobat Reader is required to access eStatements, supporting documents and promotional materials. To download the latest version of Adobe Acrobat Reader, go to <http://get.adobe.com/reader/>.

If there is a change in the hardware/software requirements associated with this service, we will notify you and provide an explanation of the updated hardware/software requirements. It is your sole responsibility to insure your personal computer and related equipment are compatible with and capable of operating in a manner that allows you to utilize the eStatement Service. If you cannot meet the requirements for any reason, you have the right to withdraw your consent at any time. Withdrawing your consent will terminate your eStatement service.

**Your Right To Withdraw Consent.** You have the right to withdraw your consent to receive your statements in electronic form at any time. If you elect to withdraw your consent your participation in the Program will be terminated and you may incur a paper statement fee. Refer to our fees at <http://vantagewest.org/member-center/document-center/disclosures-notices/fee-schedule/>.

For Essential Checking accounts, you are required to have eStatements. If you choose to withdraw your consent for eStatements you will no longer qualify for Essential Checking.

To withdraw your consent you must select Profile from the eStatement Main Menu screen. You will need to change your delivery method to paper statement. Please allow up to 48 hours for the changes to occur.

**Right To Receive Paper Statements.** Once you enroll in this voluntary program, your paper statement will no longer be sent to you. Although you have elected electronic delivery, you do have a right to receive a paper copy of your periodic statement. To request a copy of your periodic statement please telephone us at 520-298-7882 or 1-800-888-7882 or write to: Vantage West Credit Union, P.O. Box 15115, Tucson, AZ 85708. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for requests to receive an account statement in paper form.

**Electronic “Signature” Agreement & Security.** You agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide the Credit Union instructions while participating in our eStatement Program ("Program"); or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions, constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to validate your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union. You agree and acknowledge that you will keep your PIN and other security codes and identification data confidential, and you will immediately notify the Credit Union should you believe that your PIN has been lost, stolen, or that an unauthorized person has electronically accessed your accounts.

**Contractual Agreements/Modification.** This electronic consent supplements and modifies other agreements that you may have with the Credit Union. To the extent that this consent and another agreement contain conflicting provisions, this consent will govern the delivery of electronic disclosures and statements, but all other contractual obligations of the parties remain subject to the terms of any other agreements. *For example, you will still be required to review any account statements you receive and notify the Credit Union within established time periods if there are any errors on your statement.*

**Authorization Consent.** By agreeing to the terms and conditions of this consent, you represent that you are authorized to enter into this consent for all persons who own or are authorized to access any of your accounts, and that such persons will be bound by the terms of this consent.

**Email Communications.** You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any email or other electronic communication that we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any email or other electronic communication; and may respond to any email at either the address provided with the communication, the email address in your Membership Account Agreement, or any other application or written communication actually received by us.

Although we have no obligation to do so, we reserve the right to require authentication of emails or electronic communications. The decision to require authentication is at the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

**Governing Law.** This agreement, including the validity of any signatures or consents, any claim, or disputes arising hereunder shall be construed in accordance with and governed by the Laws of the State of Arizona.

**Acceptance Disclosure.** By clicking on the “Agree” button, you acknowledge that you understand the terms of this disclosure. This disclosure will be available for your review at any time under “Disclosures & Notices” at <http://vantagewest.org/member-center/document-center/>.