

## **Electronic Statement Disclosure Agreement**

By accepting the Merrimack Valley Credit Union's ("MVCU") "Electronic Statement Disclosure Agreement", you consent and agree that MVCU may provide certain disclosures and notices to you in electronic form, in lieu of paper form, including electronic delivery of statements (e-Statements) for your MVCU deposit account(s)

**Note:** Consenting to receive communications under this disclosure will not automatically enroll you in e-statements.

The words "we," "us," and "our" refer to MVCU, and the words "you" and "your" mean you, the individual(s) or entity identified on the Account(s). As used in the disclosure, "account" means the account you have with us. "Communication" means any member agreements or amendments thereto, monthly billing or account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product, service or account, including but not limited to information that we are required by law to provide to you in writing.

By selecting e-statements in online banking, you will no longer receive paper statements for your account(s), and you may also receive disclosures regarding your account(s) electronically and not in paper form.

### **Communications Provided in Electronic Form**

You agree that we may provide you with any communications that we may choose to make available in electronic format, to the extent allowed by law, and that we may discontinue sending paper communication 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:

- All legal and regulatory disclosures and communications associated with the account or the product or service available through online banking for your account.
- Notices or disclosures about a change in the terms or change in fees of your account.
- Online banking agreement
- Privacy policies and notices
- Monthly (or other periodic) billing or account statements for your Account(s)
- Lending disclosures

**Note:** Your consent to receive electronic communications does not automatically enroll you in e-Statements. You must complete a separate enrollment to stop receiving paper account statements.

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

All communications by MVCU to you in electronic form will be provided either by:

1. Email
2. Posted on website

3. Online banking
4. Online applications
5. E-statements
6. Email marketing and newsletter tied to a new product or promotion
7. Online ads
8. Digital marketing

**Note:**

- 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.
- MVCU will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however, your access and use of Online Banking may be terminated.
- Any withdrawal of your consent to receive electronic Communications will be effective after a reasonable period of time to process your withdrawal.

**How to Request Paper Copies**

MVCU will never send you a paper copy of any communication, which is available electronically, unless requested.

- You can obtain a paper copy of an electronic communication by printing it yourself, or by a mailed paper copy.
- You can request a mailed paper copy by writing us at PO Box 909, North Andover, MA 01845, visiting [mvcu.com/contact-us](http://mvcu.com/contact-us), calling 800-356-0067 or contacting your nearest MVCU branch location.
- The Credit Union may charge you a reasonable service charge for requested mailed copies but will notify the member of the charge prior to completing the request.
- The Credit Union reserves the right, but assume no obligation, to provide a paper (instead of electronic) copy of any communication that you have authorized us to provide electronically.

**Updating Your Records**

You can update your information by writing us at PO Box 909, North Andover, MA 01845, visiting [mvcu.com/contact-us](http://mvcu.com/contact-us), calling 800-356-0067 or contacting your nearest MVCU branch location.

- It is the member's responsibility to provide MVCU with accurate and complete email address and contact information.
- It is the member's responsibility to maintain and update promptly any changes in your information.

**Hardware and Software Requirements**

To Participate in Online Banking and to access, view, and retain electronic Communications your system will need the following requirements:

- Sufficient electronic storage capacity on your computer’s hard drive or other data storage unit and/or a personal printer in order to save and retain your electronic Communication
- A working email account that is up to date with us
- A personal computer with a fully supported operating system such as Windows or Macintosh or iOS, Android or Windows phone/tablet
- Access to the internet through your internet service provider (ISP)
- Ability to open a PDF
- PC: Windows 7 or later version running one of the two most recent versions of Microsoft Edge, Google Chrome, Mozilla Firefox, or Safari.
- Mobile devices: last two releases of iOS or Android v6.0 and above

**Note:** MVCU is not responsible for any electronic virus or viruses a member may encounter. It is MVCU’s recommendation for the member to perform routine scans for your PC by using a virus protection product.

### **Communications in Writing**

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

### **How to Cancel Electronic Communications**

You may withdraw your consent to receive communications at any time in electronic form by:

1. Writing us at PO Box 909, North Andover, MA 01845
2. Visiting [mvcu.com/contact-us](http://mvcu.com/contact-us)
3. Calling 800-356-0067
4. Contacting your nearest MVCU branch location.

### **Termination / Changes**

MVCU reserves the right, in 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. MVCU will provide you with notice of any such termination or change as required by law. It may be necessary to change the terms or conditions regarding your statement access. In such an event, MVCU will notify you via email communications or written notification.

### **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 MVCU both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.