

Electronic Statement (eStatement) Disclosure Agreement

Effective September 16, 2020

Electronic Delivery of Statements and Notices

By accepting the "Via Credit Union (ViaCU) Electronic Statement (eStatement) Disclosure Agreement", you consent and agree that ViaCU will provide disclosures and notices to you in electronic form, in lieu of paper form, including but not limited to electronic delivery of statements (eStatements) for your ViaCU account(s).

Definitions

As used in this Agreement, the words "we", "our", "us", or "Credit Union" means ViaCU. "You" and "your" mean the account owner(s) authorized to receive eStatements under this Agreement. "Account" or "accounts" mean your accounts at ViaCU. "Business days" means Monday through Friday, excluding Federal holidays.

Scope of Consent for Electronic Delivery of Statements

Your consent to receive eStatements covers the periodic statements you are provided in connection with your Credit Union account(s). Your consent also covers disclosures that are required with your account statements, including, but not limited to, the error resolution notice required by the Electronic Fund Transfer Act, as well as marketing information on products and/or promotions that the Credit Union may provide to you electronically. By using eStatements, you accept and agree to be bound by the general terms and conditions governing eStatements, including without limitation all the terms and conditions in this Agreement. You agree to be bound by any and all laws, rules, regulations and official issuances applicable to eStatements now existing or which may hereafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services that the Credit Union may from time to time make available to you in connection with eStatements.

The Credit Union has absolute discretion to make eStatements available to you. Further, the Credit Union has the discretion from time to time and upon giving notice to you to modify, restrict, withdraw, cancel, suspend or discontinue eStatements without giving any reason and you understand that by using eStatements after any modification or change has been effected, you would have agreed to such modification or change.

After you consent to receive eStatements, the Credit Union will discontinue mailing paper account statements for your eStatement account. All future statements for that account will be eStatements which you will access through Via Credit Union's Online Banking (ViaConnect) to obtain, review, print, and copy/download your periodic account statements. Each month we will send an email notice to you advising you of the availability of your eStatement with instructions on how to access your eStatement. You may then access your eStatement via the procedures that we authorize. Your electronic statement will be available for viewing for a period of twelve (12) months (or such period as decided by the Credit Union and notified to you) from the applicable

statement date. In order to view your monthly statements, you must login to ViaConnect by visiting www.viacu.org.

Scope of Consent for Electronic Delivery of Notices

You specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of our transactions; and governmental and/or third party notices (such as IRS 1098, 1099, etc.), or notice of the availability of any of the foregoing with you or on your behalf electronically by posting or providing a link to same on the Credit Union's website, by submitting a notice to the email address provided by you (hereinafter all such disclosures and/or documentation is referred to as "electronic record(s)"), or by our using other electronic methods allowed pursuant to applicable laws and regulations to provide electronic records to you. You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. Also, you may withdraw your consent and revoke your agreement to receive records electronically by logging into ViaConnect using your secure logon credentials, select eDocuments from the menu and choose eStatement preference. To request a paper copy please log into ViaConnect, select Messages from the menu and send a secure email to submit your request. If an email is returned undeliverable, we will change your account statement status to paper and will provide your periodic statement via US mail to the address on record. Thereafter, it will be your responsibility to re-apply for any electronic notification or disclosure services we offer and/or to provide notice of your correct address pursuant to your Membership and Account Agreement with us.

ViaCU eStatement/eNotice Procedures

You must enroll each of your account(s) for which you want to access eStatements. To enroll your account(s) for eStatement/eNotices, go to www.viacu.org, login to your ViaConnect account using your secure logon credentials, select eDocuments from the menu and choose eStatement preference.

You will be required to complete a one-time 'test drive' to verify your ability to open and view eStatement successfully. Upon completion, you can immediately begin to view your available eStatements.

You will receive an automated notification email shortly after the end of each statement period or when disclosures are made, informing you that your eStatement/eNotice is ready for viewing as well as information on how to access your eStatement/eNotice. To access your eStatements you must log into ViaConnect using your username and password and then select eDocuments from the menu.

Via Credit Union has the absolute discretion, without giving any reason or notice, to reject any of your requests for enrollment in the eStatement/eNotice service.

Duty to Review Periodic Statements

You must promptly access/review your eStatement and any accompanying items and notify us in writing within 60 days of any error, unauthorized transaction, or any other irregularity. If you allow someone else to access your statement, you are still fully responsible to review the statement for any errors, unauthorized transactions, or any other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the eStatement email notification date regardless of when you access and/or review your eStatement. If you do not report to the Credit Union any non-receipt of eStatements or any error, irregularity, discrepancies, claims or unauthorized debits or items, you shall be deemed conclusively to have accepted all matters contained in the eStatements to be true, accurate and correct in all respects.

Change of Mailing Address, Email Address, and Other Information

You agree to notify us immediately of any change in your mailing address, email address or other particulars relevant to this Agreement. To notify us of your mailing address change, you can visit any branch or log into ViaConnect, select Messages from the menu and send a secure email to provide us with your new mailing address. You may update your email address by logging into ViaConnect, select eDocuments from the menu, then click on Manage Email. A verification code will be sent to the new email address and once confirmed, your email for eStatement/eNotice notifications will be updated.

Joint Accounts

If your Credit Union account is owned jointly with another person, either party consent to receive electronic disclosures and eStatements shall apply to both of you.

Security

You agree that the Credit Union shall not be liable if you are unable to gain access to the website or ViaCU system from time to time. You understand that some or all of the eStatement services and/or other Credit Union system services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond the Credit Union's control.

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatement for each of your Credit Union accounts as soon as you can access it. You agree to protect the confidentiality of your account and account number and your personal identification information. You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account. You acknowledge that the internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the internet, or email transmitted to and from us, will not be monitored or read by others.

In order to help protect your personal information, we recommend that you install firewalls, anti-virus, and spyware protection software (and update as required) on your computer. We also

recommend that you update your operating system and browser application on a periodic basis to better protect your computer and ViaConnect sessions.

The Credit Union does not warrant the security or confidentiality of any information transmitted through any applicable Internet service provider, information/communication network service provider, network system or such other equivalent system in any jurisdiction via eStatements. You agree that you shall not disassemble, decompile, copy, modify or reverse engineer any Credit Union proprietary software or allow anyone else to do so.

Password Security

Your username and password that are used to access ViaConnect should be kept confidential. We strongly recommend that you change your password regularly. You are responsible for keeping your password, account numbers and other account data confidential.

System Requirements

In order for you to access and retain your eStatement records, your system must meet the following requirements:

- Internet access
- An Internet browser that supports 128-bit encryption
- A certified/supported browser

If your browser does not support 128-bit encryption, you must upgrade it in order to access the ViaConnect secure pages to allow access to your eStatements. The most updated list of the certified/supported browsers for ViaConnect is posted on our website. We strongly discourage you from using unsupported browsers as they may not allow ViaConnect to function or display properly and may fail to meet our security requirements. To print or download disclosures and eStatements you must have a printer connected to your PC or sufficient hard-drive space to save the disclosure or eStatement.

Change in Terms

The Credit Union reserves the right to change the terms and conditions of this agreement (including Fee Schedule) at any time, which includes the addition and deletion of eStatement services. We shall update this agreement on our website and may notify you of such changes by mail or electronic message to your most recent address listed on our records. The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. By using the eStatement service when the changes become effective, you agree to be bound by the revised terms and conditions contained in this agreement or you can decline the changes by discontinuing the use of the eStatement service by logging into ViaConnect

using your secure logon credentials, select eDocuments from the menu and choose eStatement preference.

The Credit Union reserves its right to terminate this Electronic Statement Disclosure Agreement and your access to the eStatement service, in whole or in part, at any time.

Your Right to Withdraw Consent

You have the right to withdraw your consent for eStatements/eNotices. Should you wish to cancel your request to receive eStatements/eNotices, log into ViaConnect using your secure logon credentials, select eDocuments from the menu and choose eStatement preference. The following month, a paper statement will be mailed to the most recent address listed on record.

Disclaimer of Warranty and Limitation of Liability

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the eStatements provided to you under the Agreement. We do not and cannot warrant that the eStatement service will operate without error, or that the eStatement service will be available 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 the Agreement or by reason of your use of the eStatement service, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

The Credit Union makes no warranty that:

- The service will be uninterrupted, timely, secure or error-free
- The service will meet your requirements
- The results that may be obtained from the use of the service will be accurate or reliable
- The quality of any products, services, information or other material purchased or obtained by you through the service will meet your expectations
- Any errors in the software will be corrected

The Credit Union shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from:

- The use or the inability to use the service
- Unauthorized access to your transmission
- Unauthorized alteration of your data
- Statements or conduct of the third party service provider
- Any other matter relating to the service

The Credit Union cannot control information on other web sites. We are not responsible for the content or privacy of web sites linked from ViaCU's web sites. Please review the privacy policy of the service provider.

Our Right to Terminate

You agree that we can terminate the eStatement/eNotices service and revert to printed statements/notices for any reason at any time.

Communications between Via Credit Union and You

You can use email to communicate with the Credit Union by clicking on the Contact Us link on our web site www.viacu.org. However, email is not available to initiate transactions on your accounts. Since we may not receive it immediately, you should not rely on email if you need to communicate with us right away (e.g., to report an unauthorized transaction). If you need to contact us immediately, you can call us at 765.674.6631 between 8:30 am and 4:30 pm Eastern Time (ET) on Tuesday, Wednesday and Thursday; 8:30 am and 5:00 pm (ET) on Friday, or 8:30 am and 12:00 pm ET on Saturday. You may also write to ViaCU at 4505 South Adams Street, Marion, IN 46953.

Requesting a Paper Copy of Your Account Statement

You can request a paper copy of your account statement by visiting any branch, calling 765.674.6631 or by logging into ViaConnect, select Messages from the menu and send a secure email to submit your request. There is a fee of \$1.00 per page for a copy of a paper statement.

Additional Terms and Conditions of your Electronic Statement Disclosure Agreement

This Agreement is in addition to the terms and conditions described in the "ViaConnect Agreement", the Membership and Account Agreement; corresponding Fee Schedule; or any other documentation which relates to your account(s) which were given to you at account opening. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make and for other restrictions that might impact your use of an account with eStatements and ViaConnect. If you should need another copy of a disclosure, please contact us through our web site at www.viacu.org or call us at 765.674.6631, or write to ViaCU at 4505 South Adams Street, Marion, IN 46953.