



## Electronic Disclosure and Signature Agreement

Effective: September 9, 2020

The Electronic Signatures in Global and National Commerce Act (ESIGN) requires your approval before we can provide services to you electronically. Please read this Electronic Records Disclosure and Agreement carefully and save or print a copy for your records.

**Terms:** The terms of this Agreement are in addition to the terms of any deposit or loan account agreements you have with us, including but not limited to the: a) Member Service Agreement (MSA) Part 1 (the account forms); b) MSA Part 2 (the terms of the agreement), which includes the Funds Availability, Electronic Fund Transfer, Privacy, Truth-in-Savings Disclosures and Rate and Fee disclosures; or c) Loan Agreements and Disclosures (collectively referred to as “Account Disclosures”).

This Disclosure and Agreement (“Agreement”) is the contract which covers your and our rights and responsibilities concerning the service offered to you by VSECU. The service permits you to electronically open a deposit account online, initiate account transactions online, communicate with, and electronically receive disclosures, documents, and records regarding your account(s) with VSECU. In this Agreement, the words “you,” “your,” and “yours” mean those who request and use the service, including any joint owners or any person authorized to use your services. The words “we,” “us,” and “our” mean VSECU. The words “document”, or “documents” refer to the following collectively: Account Disclosures and agreements, including change of terms notices; loan bills and statements; deposit statements; certificate maturity notices; non-sufficient funds (NSF)/overdraft notices; excessive transaction notices; address notices; delinquency notices; rate change notices; notices of annual and special meetings; tax reporting information; or any other agreement, disclosure, notice, or document VSECU would otherwise send via paper now or in the future. By using the service, each of you, jointly and severally, agree to the terms and conditions of this Agreement, and any amendments.

**Electronic Signature (eSignature):** You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any document, agreement, acknowledgement, consent, term, disclosure, or condition 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 resulting contract between you and VSECU. **You understand and agree that your eSignature executed in conjunction with the electronic submission of your application will be legally binding and such transaction will be considered authorized by you.**

**Your Consent is Required:** By enrolling, you are agreeing to receive documents described above under “Terms” electronically for any account(s) you have with us where you are the primary tax owner.

System Requirements: To receive the applicable documents electronically you will need:

- An active e-mail account.
- A personal computer or other device which is capable of accessing the Internet or our Mobile Banking App.
- An active Internet Service Provider.
- An Internet Web Browser with capabilities to support a minimum 128-bit encryption.
- A printer or other device capable of printing and/or retaining agreements and documents.



- Software which permits you to receive and access Portable Document Format (PDF) files, such as Adobe Acrobat Reader® (you will need one of the last three versions.) Adobe Acrobat is free software available at [www.adobe.com](http://www.adobe.com).

**System Requirements to Retain Documents:** To retain documents for your records, your system must have the ability to either download to your hard drive or print PDF files.

**Requesting Paper Copies of Documents:** If, after consenting to receive documents electronically you would like paper copies of the documents, you can print them from your Digital Banking account, or contact us using one of the methods under “Contact Information” below to request copies. Refer to the Rate and Fee disclosures for fees for copies of statements or other documents.

**Withdrawing Consent for Electronic Documents:** If you would like to withdraw your consent to receive future documents electronically, you may toggle the eStatements button off or contact us using one of the methods under “Contact Information” below. If you withdraw your consent to receive documents electronically, the electronic service you are using will become unavailable to you; and your consent will not affect the validity or enforceability of prior electronic documents you received.

**Contact Information:** If you need to contact us, use one of the following methods:

E-mail: You can contact us by secure e-mail through the Messages function within your Digital Banking account, or at [info@vsecu.com](mailto:info@vsecu.com) (not a secure e-mail). Any messages containing personal or confidential account information will be sent to the e-mail address you provide.

- Telephone: 802/800 371-5162 to speak to a Member Service Consultant
- Postal mail: VSECU, Attn: Sales and eCommerce Center, One Bailey Avenue, PO Box 67, Montpelier, VT 05601-0067

**Updating Your Personal Information:** You are responsible for keeping your e-mail address updated. You should keep us informed of any changes in your telephone number, mailing address, or e-mail address by updating your Digital Banking profile or by contacting us using one of the methods listed under “Contact Information” above.

## **VSECU Digital Banking Service Agreement**

**Effective:** September 9, 2020

This agreement is a contract that establishes the rules covering access to your account(s), and transactions performed, through VSECU’s Digital Banking application. Please read this agreement carefully because it tells you your rights and obligations. You must have the ability to access this agreement electronically and download or print it to retain this information for future reference.

The terms and conditions of the deposit agreements and disclosures for each of your VSECU account(s) as well as your other agreements with VSECU, such as loans, continue to apply notwithstanding anything to the contrary in this agreement.

### **Accessing the Services**

You may access your account(s) through the Internet at [www.vsecu.com](http://www.vsecu.com) or by downloading our Mobile Banking application using your Internet Service Provider.

### **General Security**

You understand the importance of your role in preventing misuse of your account(s) and you agree to regularly examine your VSECU account(s). You agree to protect the confidentiality of your



account(s) and account numbers, and your personal identification information. If you suspect that your Digital Banking credentials have been compromised, you agree to access the system and change them, or contact VSECU as soon as possible.

### **Password Security**

For security reasons, we will require the use of an individualized password to gain access to your account(s) through Digital Banking. You are solely responsible for controlling the safekeeping of and access to, your Digital Banking credentials. Here are some suggestions:

- Memorize your password and never write it down;
- Try to use random numbers and letters for your password;
- Avoid using a password that could be easily guessed by others (your name, your phone number, your date of birth, etc.);
- Change your password on a regular basis;
- Always log out of Digital Banking before leaving your computer unattended;
- Do not instruct Windows to save your password; and
- Change your Digital Banking credentials immediately if you believe they have been compromised.

You should never provide your Digital Banking credentials to a third party. If you do so, you are authorizing that party to conduct transactions on your account(s). Therefore, you are responsible for any transactions, including transfers from your account(s), resulting from you furnishing your Digital Banking credentials to a third party. VSECU will not be liable and will not reimburse you for any losses that may occur as a result of this authorized use of your Digital Banking credentials. For further security information, please visit our Online Security information on our website.

### **Bill Pay**

VSECU offers Bill Pay services through CheckFree Services Corporation, a subsidiary of Fiserv Solutions, Inc. Refer to the Bill Pay Service Agreement for the terms and conditions of using this service. This service will be activated when you click on the Bill Pay tab within your Digital Banking and agree to the terms and conditions specific to the Bill Pay service.

### **Liability**

You are responsible for ensuring that you receive a successful confirmation for transactions that you make within Digital Banking. You agree to note the date and time and/or maintain a receipt for your records. You are also responsible for ensuring that funds are available to cover future and recurring transfers that you set up.

VSECU is not responsible for your acts or omissions, or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be VSECU's agent. VSECU will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this agreement, or the Digital Banking service, even if VSECU has knowledge of the possibility of them. VSECU is not liable for any act, failure to act, or delay in acting, if it is caused in whole or in part by any cause beyond VSECU's reasonable control.

### **Fees**

Refer to the Rate and Fee disclosures for fees related to this service. These fees may be changed from time to time with advance notice to you as required by applicable law and can be found on our website at [www.vsecu.com](http://www.vsecu.com). If you have any questions, please call 802/800 371-5162, and a Member Service Consultant will assist you.



### **Amendment and Termination of VSECU's Digital Banking Agreement**

VSECU reserves the right to change this Agreement at any time by notice mailed to you at the last address shown on VSECU's records, posting notice in VSECU branch offices, or as otherwise permitted by law.

VSECU has the right to terminate this Agreement for any reason, at any time. You may terminate this Agreement by written notice to VSECU. This notice can be delivered by mail to: VSECU, PO Box 67, Montpelier, VT 05601-0067 or secure e-mail through the Messages function in Digital Banking. VSECU is not responsible for any activity, including payments made before VSECU has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by VSECU on your behalf.

VSECU may purge your Digital Banking profile after 365 days of inactivity without further notification.