

328 North Main Street, Barre, VT 05641 888

888-996-5328

www.granitehills.org

Fax: (802) 522-5020

## **ELECTRONIC STATEMENT CONSENT AGREEMENT - E-STATEMENTS**

This Agreement is between Granite Hills Credit Union (hereinafter "we, us, our or Credit Union"), and each participating member of the Credit Union's E-Statement 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").

E-Statement Access: By accessing your E-Statements you elect and consent, at our discretion, to the electronic delivery of e-mail alerts regarding your account information as well as disclosures and notices that we are required to provide you under applicable Federal and State statutes and their implementing regulations, as amended from time to time. The information may include, but is not limited to: E-Alerts (e-mail), E-Notices, E-Statements, Disclosure Notice of change in terms for your deposit account, Terms and Conditions of your deposit account, Electronic Funds Transfer Disclosure, Availability Policy, Truth in Savings, Privacy Disclosure, Opt Out Notices, Billing Rights Notice of change in schedule of fees, Annual Privacy Notices, Credit Union newsletters and/or statement stuffers which may contain important legal notices that affect you.

In order to access your E-Statement online, you must establish and maintain an accurate e-mail address, and have an active Online Banking Service (also referred to as FLEX TELLER) established with the Credit Union. *Once that is established*, you may log on to our Online Banking site via the Internet, use your personal password to access your account, and click on the Services menu button, and then View Statements.

Online Banking Service 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.

Access Requirements: You must have a computer, Internet access, an Internet browser using 128 bit encryption or higher, Adobe Acrobat Reader software version 4.0 or higher and a printer or ability to download and print E-Statements, E-Notices, and disclosures for your records. Adobe Acrobat may be downloaded at no charge from <a href="http://www.adobe.com/products/acrobat/readstep2.html">http://www.adobe.com/products/acrobat/readstep2.html</a>

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 E-Statement Service. If you cannot meet the requirements for any reason, you have the right to withdraw your consent at that time at no cost to you. Withdrawing your consent will terminate your E-Statement service.

**Right To Receive Paper Statements:** Once you enroll in this voluntary program, your paper statement will no longer be mailed to you. Although you have elected electronic delivery, you do have a right to receive a paper copy of your periodic statements, disclosures and notices. To request a copy of your periodic statement please telephone us at (888) 996-5328 or write to: Granite Hills, 328 North Main Street, Barre, VT 05641. There is a fee for requesting any paper copy of an electronic statement we have previously provided to you.

**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 E-Statement 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 password and other security codes and identification data confidential, and you will immediately notify the Credit Union should you believe that your password has been lost, stolen, or that an unauthorized person has electronically accessed your accounts.

## GRANITE HILLS CREDIT UNION ELECTRONIC STATEMENT ("E-Statement") CONSENT AGREEMENT

**E-Mail Address Required-Notification Of Statement Availability:** Your e-mail address is required to participate in our E-Statement delivery program. We will send you an e-mail notification at your last e-mail address of record when your online statement is available. You agree to accept responsibility for updating your e-mail address within the Online Banking Service. Your online statements will remain accessible on our web site for at least six (6) months.

**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 there is currently no cost to you and your participation in the Program will be terminated.

To withdraw your consent you must provide written notice by fax to (802) 522-5020 or mail to: Granite Hills Credit Union, 328 North Main Street, Barre, VT 05641.

If your E-Statement Cancellation notification is received at least five (5) business days prior to the end of the statement cycle, your current (monthly/quarterly) statement will be distributed to you in paper form. If it is not received within the above-mentioned time frame, your current (monthly/quarterly) statement will be distributed to you in electronic form and subsequent statements will be distributed to you in paper form.

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.

**E-Mail Communications:** You acknowledge and agree that the Internet is considered inherently insecure. Many electronic communications sent and received over the Internet can be and are intercepted by unauthorized recipients, beyond the control of the Credit Union. 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 e-mail 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 e-mail or other electronic communication; and may respond to any e-mail at either the address provided with the communication, the e-mail 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 e-mails 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.

Alterations and Amendments: The terms of this Agreement, applicable fees, and service charges may be altered or amended by us from time to time. In such event, we shall send electronic notifications to you at your last known e-mail address as it appears on our records. Any continuation of the Service after we send you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the Credit Union program, services, and/or related material(s) rendering prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Credit Union programs, services, and/or related material(s) and to limit access to our more recent versions and updates.

**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 Vermont.

Acceptance Disclosure: After you enter the code that is sent to you via e-mail, you are acknowledging that you understand the terms of this disclosure. This disclosure will be available for your review at any time by going to <a href="https://secure.granitehills.org/e-Statements.asp">https://secure.granitehills.org/e-Statements.asp</a>.

May 15, 2013