

## **DuTrac Community Credit Union**

### **AGREEMENT TO RECEIVE COMMUNICATIONS ELECTRONICALLY**

This Agreement to Receive Communications Electronically ("Agreement") addresses the circumstances under which you agree to receive, in electronic form, information that we are required by law to provide to you in writing (for example, Truth-in-Savings Act Disclosures) in connection with your accounts with DuTrac Community Credit Union.

For the purposes of this Agreement, the words "**you**" and "**your**" means you, the primary account holder and all joint account holders. The words "**we**," "**us**," and "**our**" means DuTrac Community Credit Union. "**Account(s)**" mean the account(s) you have with us. "**Communications**" means any account agreements or amendments thereto, periodic statement, tax statement, authorization, disclosure, notice, responses to claims, transaction history, or other information related to the product, service or Account(s), including but not limited to information that we are required by law to provide to you in writing.

**We are required to obtain your consent before delivering Communications electronically. You understand that your consent also permits us to electronically deliver to you, initially and on an ongoing basis, all future Communications related to your Account(s) with us. Please read this Agreement carefully before giving consent.**

**Scope of Communication to Be Provided in Electronic Form.** By selecting the eStatement option you are affirmatively consenting initially and on an ongoing basis, to receive Communications related to your Account(s) in electronic format, and that we may discontinue sending paper Communications 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:

- Periodic account statements
- All legal and regulatory Communications associated with the Account. As an example, we may make available electronically disclosures required by the Truth-in-Savings Act
- Notices or disclosures about a change in the terms of your Account or associated fees or charges
- Privacy policies and notices
- Tax statements
- Other Communications we may include from time to time as part of the electronic delivery of statements and notices program

**Method of Providing Communications to You in Electronic Form:** All Communications that we provide to you in electronic form will be provided either (1) via Email; (2) by access to a web site that we will designate in an Email notice we send to you at the time the information is available; (3) to the extent permissible by law, by access to a web site that will generally be designated in advance for such purpose; (4) by requesting you download a Portable Document File (PDF) containing the Communication; or (5) by text.

**How to Withdraw Consent:** You may withdraw your consent to receive Communications in electronic form at any time by deselecting the eStatement option within the "Additional Services" area of the DuTrac Community Credit Union online banking, by contacting us at (563) 582-1331, or by providing written notice to us by mail: DuTrac Community Credit Union, P.O. Box 3250, Dubuque, IA 52004-3250.

We may treat your provision of an invalid email address or the subsequent malfunction of a previously valid address as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

**How to Update Your Records:** It is your responsibility to provide us with true, accurate and complete email address, contact, and other information related to this Agreement and your Account(s), and to maintain and update promptly any changes in this information. You may update such information by stopping into any of our branch locations or by contacting us at (563) 582-1331.

**Hardware and Software Requirements:** In order to access, view, and retain electronic Communications that we make available to you, you must have: an Internet-capable computer with either of the last two major versions of the following web browsers: [Chrome](#), [Firefox](#), [Safari](#), or [Edge](#); cookies and JavaScript enabled in your web browser; sufficient electronic storage capacity on your computer's hard drive or other storage unit; and an e-mail account with an internet service provider. You must also be able to view files in PDF format as supported by version 6 or greater of [Adobe Acrobat Reader](#). In addition, you must have a printer capable of printing any Communications that are made available on our website and/or e-mailed to you. Alternatively, you must have and maintain the ability to electronically save and visually display on your computer screen any Communications that are made available on our website and/or e-mailed to you.

By maintaining access to internet service providers and electronic e-mail you may incur charges from internet service providers and local telephone companies. DuTrac Community Credit Union will not be responsible for the costs associated with electronic access; these costs are your responsibility. You understand that we do not make any warranties on equipment, hardware, software, internet service provider, or any part of them, expressed or implied, including, without limitation, any warranties of merchantability or fitness of any particular purpose.

**Requesting Paper Copies:** We will not send you a paper copy of any Communication from us, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made no later than seven years after we first provided the electronic Communication to you. We may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to your authorization. To request a paper copy, contact us by telephone at (563) 582-1331. We reserve 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.

**Communications in Writing:** All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Disclosure, your initial authorization to receive DuTrac Community Credit Union Communications and any changes to that authorization, and any other Communication that is important to you.

**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 (ESIGN), "Act," and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

**Termination/Changes:** We reserve the right, in our 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. We will provide you with notice of any such termination or change as required by law.

**Agreement:** By selecting the eStatement option, you affirmatively consent to receive, and acknowledge that you can receive, access and retain electronically Communications. You acknowledge that you have read and agree to the terms in this "AGREEMENT TO RECEIVE COMMUNICATIONS ELECTRONICALLY" and that your computer system meets the minimum system requirements described in this Agreement.