

805.477.4000 • 800.339.0496 • vccuonline.net

## **Consent and Notice Regarding Electronic Communications and Disclosures**

Before VCCU ("VCCU," "We" or "Us") will provide services via its website at http://www.vccuonline.net (the "Website") or by other electronic means, including, but not limited to, by email or wireless access, (collectively, "Electronic Access"), you must read and accept the terms of this "Consent and Notice Regarding Electronic Communications and Disclosures" (the "Agreement").

- 1. Services covered. This Agreement governs Electronic Access to Online Banking and to any additional online or other electronic service(s), including, but not limited to, Online Statements, Bill Payment, Electronic Account Notifications and Wireless Account Access, that VCCU currently makes or in the future may make available via Electronic Access and which you currently or in the future may access or otherwise use (an "Electronic Service"). In order to access an Electronic Service, you must request each service individually by agreeing to the terms and conditions of the separate agreement pertaining to such service. However, the terms of this Agreement control all general aspects of your obtaining Electronic Services, including, among other things, (i) the use of your "Electronic Signature" (as that term is defined in paragraph 2) with respect to all Electronic Services and the agreements relating to such services; (ii) your consent to receive/obtain "Member Services" (as that term is defined in paragraph 3) via Electronic Access; and (iii) restriction or revocation of receiving/obtaining Member Services via Electronic Access (as defined in paragraph 5).
- 2. Electronic signature. By selecting "I Accept", you are signing this Agreement electronically and you agree that doing so is the legal equivalent of you manually signing this Agreement and that you will be legally bound by its terms and conditions. You further 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 VCCU instructions via Electronic Access, 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 (your "Electronic Signature"). You also 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 Electronic Signature or any resulting contract between you and VCCU. In addition, if you open an account electronically within VCCU's Online Banking service, including a Personalized Savings Account, Holiday Club Account, Money Market Account or a Checking Account, or for any additional account that VCCU may make available in the future, you authorize the same vesting information from your primary share account, including but not limited to any joint account owner or beneficiary, and you authorize the opening of accounts via your electronic signature as described above. You also represent that you are authorized to enter into this Agreement 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 Agreement.
- 3. Consent to electronic delivery. You specifically agree to receive and/or obtain any and all "Member Services" (defined below) via Electronic Access. The term "Member Services" includes, but is not limited to, any and all current and future notices and/or disclosures that various federal and/or state laws or regulations require that we provide to you, as well as such other documents, statements, data, records and any other communications regarding your accounts or relationship with VCCU, that VCCU elects to provide via Electronic Access. You acknowledge that, for your records, you are able to use Electronic Access to retain a record by printing and/or downloading and saving the following: (i) this Agreement; (ii) all Member Services communications; and (iii) any other agreements, documents or records that you sign using your Electronic Signature. You accept as reasonable and proper notice, for the purpose of any and all laws, rules and regulations, Member Services via Electronic Access and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep.
- 4. Paper version of Member Services communications. You may request a paper version of a Member Services communication. You acknowledge that VCCU reserves the right, at its discretion, to charge you a reasonable fee as may be specified in the Fee Schedule that is in effect at the time of your request for delivering a Member Services communication in paper form or by any form other than Electronic Access. To request a paper version of a Member Services communications, contact VCCU's Member Service Call Center at 805.477.4000 or 800.339.0496 Monday



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through Wednesday 8:00 a.m. to 5:00 p.m., Thursday through Friday, 8:00 am to 6:00 pm or Saturday 9:00 a.m. to 2:00 p.m.

- 5. Restriction or revocation of electronic delivery. You have the right to withdraw at any time your consent to receive/obtain Member Services via Electronic Access. You acknowledge that if you restrict or revoke your consent to receive/obtain Member Services via Electronic Access that VCCU reserves the right, at its discretion, to charge you a reasonable fee as may be specified in the Fee Schedule that is in effect at the time of your request. You also acknowledge that VCCU reserves the right to restrict your use of or to terminate your access to any or all Electronic Services if you withdraw your consent to receive/obtain Member Services via Electronic Access. If you wish to withdraw your consent, you must contact VCCU's Member Service Call Center at 805.477.4000 or 800.339.0496 Monday through Wednesday 8:00 a.m. to 5:00 p.m., Thursday through Friday, 8:00 am to 6:00 pm or Saturday 9:00 a.m. to 2:00 p.m.
- 6. Valid and current email address, notification and updates. Your email address is required in order for you to obtain Electronic Services. VCCU may notify you through email when a Member Services communication or updated agreement pertaining to Electronic Services is available. It is your responsibility, however, to use Electronic Access regularly to check for updates to Member Services and also to check for updates to this Agreement and any other agreement for Electronic Services to which you are a party. To ensure that you continue to receive any such email notice pertaining to Member Services or an agreement pertaining to Electronic Services, you agree to keep VCCU informed of any changes in your email address. You may modify your email notification address by accessing "Member Services" on the selection bar within VCCU's Online Banking Service, which is accessible via VCCU's home page at http://www.vccuonline.net.
- \* If we send you an email notification and it is returned to us as undeliverable, VCCU will presume that you have revoked your consent to receive/obtain Member Services via Electronic Access and Electronic Services may be discontinued.
- **7. Social Media Comment Policy**. While VCCU encourages fans to share thoughts, opinions and suggestions on our Facebook, Instagram or Twitter pages, our policy requires that comments are made in a respectful manner. VCCU does not agree with or endorse every comment that individuals post on our pages.

We reserve the right to delete comments and/or pictures that contain obscene, indecent, or profane language; contain threats or defamatory statements; contain hate comments directed at race, color, sex, sexual orientation, national origin, ethnicity, age, religion, or disability; or promote or endorse services or products. Comments that are inaccurate or can be misleading may be removed. Flagrant or repeat violators will be banned.

Any advertising that may appear on any VCCU page that is not sponsored, supported, or endorsed by VCCU and may be deleted.

We understand that social media is a 24/7 medium and your comments are welcomed at any time; however, our moderation capabilities are limited outside our regular business hours. We will strive to address all matters within an appropriate time span.