

## INTERRA CREDIT UNION

### CONSENT AND AGREEMENT TO RECEIVE STATEMENTS AND DISCLOSURES ELECTRONICALLY

*Please read this information carefully and print a copy and/or retain this information electronically for your records.*

This Agreement is between Interra Credit Union (hereinafter “we, us, our or Credit Union”), and each participating member of the Credit Union’s e-Statement service, together with any person who is authorized by a member to use or access this service (hereinafter referred together as “you, your or yours”). When you sign up for our e-Statement service, you affirmatively agree and authorize Interra Credit Union to deliver your periodic statements of account(s) and disclosures by electronic means. You agree that electronic availability will satisfy our requirement to provide you with the statements, disclosures, and notices for this account. Statements, disclosures, and notices delivered electronically are referred to as e-Statements and e-Disclosures.

**Scope of Consent.** You elect and consent, at our discretion, to the electronic delivery of your account statements, 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, including but not limited to: Notices of change in terms for your account, Terms and Conditions of your account, Electronic Funds Transfer Disclosure, Funds Availability Policy, Truth-in-Savings Disclosures, Privacy Disclosures, Billing Rights, and Fee Schedules.

**e-Statement Access.** Accessing your e-Statement confirms your agreement to be bound by all disclosures and agreements and acknowledges your receipt and understanding of this agreement.

By accessing your online periodic statements you will be able to view your periodic account and transaction activity for your share and loan accounts (excluding credit card statement activity), electronic funds transfer transactions, periodic notice of billing error rights under federal Regulations Z and E, and 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 have an active Interra Online banking service established with the Credit Union. Once that is established, you may log on to our Interra Online banking site via the internet and use your PIN and multifactor authentication security data to access your account.

The Interra 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 access to a computer and internet access with Netscape Navigator® 4.0, Microsoft Internet Explorer® 4.0, MAC running Mozilla 1.7.5, MAC running Netscape 7.2, or higher and a compatible printer or ability to download the statements and disclosures for your records. Your browser software must support Secure Sockets Layer (SSL) security. We do not recommend using America Online, including Netscape Navigator, nor MSN and cannot guarantee proper operation while using the Interra Online banking service. We also recommend using a monitor resolution set at 800x600 or higher. Adobe Acrobat Reader may be required to access supporting documents or promotional materials.

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 these services. 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 and e-Disclosure services.

**Paper Option.** Once you enroll in this voluntary service, paper statements and disclosures will no longer be mailed to you. Although you have elected electronic delivery, you do have a right to receive a paper copy of these electronic records. To request a copy please telephone us at 574.534.2506 or 888.432.2848 or write to: Interra Credit Union, P.O. Box 727, Goshen, IN 46527-0727. The Credit Union may charge additional fees for requests to receive an account statement in paper form, please refer to the Credit Union’s Fee Schedule for a list of fees applicable to your account(s).

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

**E-mail Address Required-Notification of Statement Availability.** A valid e-mail address is required to participate in our e-Statement service. We will send you an e-mail notification at your last e-mail address of record when your e-Statement is available. To ensure that we are able to send your e-Statement and e-Disclosure notifications to you, you agree to accept responsibility for notifying us if your e-mail address changes or if you are unable to access these records for any reason. We will not assume liability for non-receipt of notification of statement availability including but not limited to the following: the e-mail address on file is invalid; your e-mail or internet service provider filters the notification from your inbox (e.g. considers it "spam" or "junk mail"); or if there is a malfunction in your personal computer browser and/or software. While enrolled in the e-Statement service, your online statements will remain accessible on our web site for at least six (6) months. If we send your e-mail notification and it is returned to us as undeliverable, you will still be able to access your transaction information via Interra Online and should do so until we can start sending you paper statements again. However, your participation in the service will be discontinued and subsequent statements and disclosures will be distributed to you in paper form.

**Your Right To Withdraw Consent.** You have the right to withdraw your consent from receiving your statements and disclosures 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 service will be terminated.

To withdraw your consent you must select *Cancel e-Statement Service* from the e-Statement main menu screen. You will need to print out the e-Statement Cancellation form, then complete, sign and either fax to 574.975.0047 or mail to: Interra Credit Union, Attn: Electronic Services, P.O. Box 727, Goshen, IN 46527-0727.

If your e-Statement Cancellation form is received within 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 and disclosures will be distributed to you in paper form.

**Our Right to Terminate:** You agree that we have the right to terminate your e-Statement and e-Disclosure service at any time and for any reason at our discretion and to begin mailing your account statements and disclosures to your address of record via the U.S. Postal service.

**Governing Documents.** This Agreement supplements and is subject to the Interra Membership and Account Services Agreement and Disclosure, the Interra Online banking Agreement, our Bylaws and any bylaw amendments as well as any other agreements you have with us concerning your account with us. To the extent that this consent and another agreement contain conflicting provisions, this consent will govern the delivery of e-Statements and e-Disclosures, but all other contractual obligations of yours 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. 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 gathered upon opening an account or service with us, 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.

**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 Indiana.