

## **CONSUMER DISCLOSURE AND CONSENT TO RECEIVE NOTICES AND DISCLOSURES ELECTRONICALLY**

This Consumer Disclosure and Consent to Receive Notices and Disclosures Electronically (the "Disclosure") governs the terms and conditions pursuant to which Virginia Credit Union, Inc. ("VACU") and you may enter agreements, receive disclosures and transact business via electronic means. This Disclosure describes your rights and obligations with respect to electronic transactions and disclosures as well as processes that will enable you to exercise these rights and meet these obligations. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by checking the 'I accept' box on the appropriate online membership enrollment screen.

**I. Consent to receive documents electronically.**

By checking the "I accept" box on the appropriate online membership enrollment screen, you are consenting to enter certain transactions and to receive certain documents and information electronically, rather than by "paper" copy or by postal mail. Your consent will remain in effect unless and until you withdraw such consent pursuant to the procedures described below.

**II. Right to receive paper copies of documents.**

At any time, you may request from VACU a paper copy of any record provided or made available electronically to you by VACU. You will have the ability to download and print documents VACU sends to you during your online account opening session and, you may access them for a limited period of time (usually 30 days) after such documents are first presented to you. After such time you may request delivery of such paper copies from VACU by following the procedure described below.

**III. Withdrawing your consent to receive documents electronically.**

If you decide to receive notices and disclosures from VACU electronically, you may at any time change your mind and tell VACU that thereafter you want to receive required notices and disclosures only in paper format. How you must inform VACU of your decision to receive future notices and disclosures in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

**IV. Covered notices and disclosures.**

The scope of disclosures covered by this consent may include consumer share account applications, and related agreements, disclosures and instructions.

**V. Notices and disclosures will be sent to you electronically.**

Unless you tell VACU otherwise in accordance with the procedures described herein, VACU may provide electronically to you select required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of VACU's relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, VACU prefers to provide all of the required notices and disclosures to you by the same method and to the same address that you have given VACU. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let VACU know as described below.

**VI. How to contact VACU.**

You may contact VACU to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

- To contact us by email send messages to: [memsvc@vacu.org](mailto:memsvc@vacu.org)

**VII. To advise VACU of your new email address.**

To let us know of a change in your email address where VACU should send notices and disclosures electronically to you, please contact Member Services at (804) 323-6800 or (800) 285-6609 or by visiting [http://www.vacu.org/About\\_VACU/Contact\\_Us.aspx](http://www.vacu.org/About_VACU/Contact_Us.aspx) and in the body of such request you must state: your previous email address as well as your new email address. We do not require any other information from you to change your email address.

**VIII. To request paper copies from VACU.**

To request delivery from VACU of paper copies of the notices and disclosures previously provided by us to you electronically, you must send VACU an email to memsvc@vacu.org and in the body of such request you must state your email address, full name, U.S. Postal Address and telephone number. We reserve the right to assess a fee for providing such copies.

**IX. To withdraw your consent with VACU.**

To inform VACU that you no longer want to receive future notices and disclosures in electronic format you may:

- Send VACU an email to memsvc@vacu.org and in the body of such request you must state your email, full name, U.S. Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents may be that transactions may take a longer time to process.

**X. System Requirements.**

In order to contract electronically with VACU and to receive disclosures and notices in electronic format from VACU, you must meet the following equipment and software requirements:

- A personal computer or other device with Internet access;
- A compatible Internet browser capable of supporting 128-bit SSL encrypted communications from one of the Supported Browsers listed below and your system or device must have 128-bit SSL encryption software;
- A valid email account;
- A printer or sufficient hard-drive or other storage space to print or save electronic communications;
- Software that permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader® version 9.0 and above.

<b>Supported Computer Browsers</b>		
	For Windows 7 or Windows 8	For Macintosh using OS 10.x
Internet Explorer	9.0 and higher	Not applicable
Firefox	38.0 and higher	38.0 and higher
Google Chrome	42.0 and higher	42.0 and higher
Safari	Not applicable	5.0 and higher

These minimum requirements are subject to change. If these requirements change in a manner that creates a material risk that you will not be able to access or retain subsequent electronic notices or disclosures, (a) we will provide you with the revised hardware and software requirements, and (b) you will be asked to re-accept (or withdraw your consent to) the Disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**XI. No Warranties/Limitation of Liability.**

VACU makes no warranty that VACU's electronic delivery of documents to you will be uninterrupted or error free. Further, you are solely responsible for the selection, maintenance and operation of the hardware and software that you use to receive electronic notices and disclosures and otherwise transact business electronically. VACU is not responsible for any errors or failures (or any damages arising out of such errors or failures) resulting from your hardware or software or any virus problems that may be associated with the use of an online service. Further, VACU is not liable for your failure to comply with the terms of this Disclosure (including those relating to withdrawal of your consent), interruptions in the delivery of electronic documents due to problems with your equipment or with communication and transmission lines, or any other occurrence beyond VACU's reasonable control. TO THE EXTENT PERMITTED BY LAW, VACU DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND MERCHANTABILITY. VACU WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE ACTIVITIES COVERED BY THIS DISCLOSURE, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF VACU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**XII. Governing Law.**

This Disclosure is governed by the laws of the Commonwealth of Virginia and by the Electronic Signatures in Global and National Commerce Act (15 U.S.C. §§ 7001-7006).

**XIII. Acknowledging your access and consent to receive materials electronically.**

To confirm to VACU that you can access this information electronically, which will be similar to other electronic notices and disclosures that VACU will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to email this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by checking the 'I accept' box on the appropriate online membership opening screen.

By checking the 'I accept' box on the appropriate online membership enrollment screen, you confirm that:

- You can access and read this Electronic CONSUMER DISCLOSURE AND CONSENT TO RECEIVE NOTICES AND DISCLOSURES ELECTRONICALLY document; and
- You can print on paper the Disclosure or save or send the Disclosure to a place where you can print it for future reference and access; and
- Until or unless you notify VACU as described above, you consent to receive the covered notices and disclosures electronically; and
- You fully understand and agree with the terms and conditions set forth herein.