

**eDelivery Consent Agreement**  
**Revised: March 9, 2021**

By choosing to register for electronic delivery (eDelivery) from NEFCU, you agree to accept electronic delivery of account information, including: Periodic Account Statements (eStatements), account notices (eNotices), tax reporting documents, and other required disclosures. When you consent to eDelivery, you will receive a notification via email letting you know that new account information is available. You can then login to digital banking, including the NEFCU Mobile App, and click on “eDocuments” to view, download or print the document(s).

Currently, the following account information is available electronically:

- eStatements, including your periodic account statements, mortgage statements and Visa statements
- eNotices, including daily overdraft notices and loan payment reminders
- Tax forms, including 1099INT, 1098 Mortgage Interest, and 5498 IRA Contributions

By registering for eDelivery, you consent for us to provide for electronic delivery of statements and notices that are required by National Credit Union Administration (NCUA) and the Consumer Financial Protection Bureau (CFPB), and for other notices that we provide for your convenience and not because they are required. All electronic statements and required notices will continue to be in full compliance with applicable laws and regulations. Examples of Required Disclosures and Notices include your periodic statements, Your Billing Error Rights, Electronic Funds Transfer notices, and changes in membership and account terms and fees. Convenience notices include overdraft notices and loan payment reminders. By enrolling in eDelivery, you acknowledge that certain required or convenience notices currently only available via postal delivery may be converted to electronic delivery in the future. We will not be required to notify you that we are changing the method of delivery. You agree to allow us to communicate with you electronically as necessary.

If there is more than one individual on your account, you agree that you have full authority to accept this Agreement on behalf of each joint owner.

We will send account notifications to the last known email address provided and verified by you. You agree to notify us promptly of any change in your contact information or email address. If you have not notified us of any change to your contact information or email address, you agree to hold us harmless due to the lack of ordinary care on your part. If we become aware that you are not receiving your electronic notifications, we will send your statements and notices to you via US Mail.

After registering for eDelivery, we will no longer produce a paper version unless you withdraw your eDelivery consent. You may withdraw your consent to participate in the electronic delivery of account information at any time by changing the delivery preference from “online with email” to “by mail only” under “eDocuments” in digital banking, or by contacting a Member Service Representative at 800-400-8790. There are no fees for withdrawing your consent. If you receive a reduced charge on your checking account due to your participation in eDelivery and you withdraw, and/or you provided us with an email to deliver notification, and the notification cannot be delivered to this destination, you will be subject to the full charge as stated in the Pricing Schedule. If you register for eDelivery and then request a paper copy, you may be assessed a fee for the paper copy. To avoid this fee, consider printing your notices from digital banking.

To receive notifications and access your documents online, the minimum computer hardware and software requirements are:

- Internet access and a valid email address
- a browser and operating system combination supported by the browser vendor
- a screen resolution of 1024 x 768 or higher
- a current version of Adobe Reader
- JavaScript enabled and Java in your browser
- cookies enabled in your browser

If you change your computer equipment, email address, or the Internet Service Provider (ISP) used to access or receive electronic notifications, you agree to make any required changes or updates necessary to communicate through digital banking. If we change the hardware or software requirements that will materially affect your access to notifications, we will notify you of the changes by mail or email and provide you with a right to withdraw your consent.

#### Prompt Review of eStatements

You agree to promptly review your statement and notify us of any error, unauthorized signature, alteration or other irregularity. You must notify us of any errors or irregularities within 60 days of receipt, as specified in the Membership Agreement and Electronic Funds Transfer Disclosure provided to you at account opening.

#### LIABILITY; INDEMNIFICATION

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE eDelivery SERVICES AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. WE SHALL BE LIABLE ONLY FOR MATERIAL LOSSES WHICH ARE THE DIRECT RESULT OF OUR OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT IN PERFORMING THESE eDelivery SERVICES. WE SHALL HAVE NO LIABILITY FOR FAILURE TO PERFORM ANY eDelivery SERVICES OR FOR ANY DISRUPTION OR DELAY IN PERFORMING eDelivery SERVICES IN THE EVENT SUCH FAILURE, DISRUPTION OR DELAY IS DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, FAILURE OR DISRUPTION OF ELECTRIC POWER, COMPUTER EQUIPMENT, TELECOMMUNICATIONS SYSTEMS, YOUR ISP, OR WEATHER CONDITIONS. WE SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES OR INDIRECT LOSS UNDER ANY CIRCUMSTANCES. EXCEPT TO THE EXTENT THAT WE ARE LIABLE UNDER THIS AGREEMENT, YOU AGREE TO INDEMNIFY AND HOLD US AND OUR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS, DEMANDS, JUDGMENTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THESE eDelivery SERVICES. YOU AGREE THAT THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

The provisions in this Agreement amend applicable sections of the NEFCU Membership Agreement concerning delivery of statements and notices. To the extent there is any conflict between any statement made in this Agreement and the NEFCU Membership Agreement, this Agreement shall control.

New England Federal Credit Union  
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