

# CONSENT TO RECEIVE ELECTRONIC STATEMENTS AND ELECTRONIC NOTIFICATIONS

## Definitions

In this Consent to Receive Electronic Statements and Electronic Notifications:

- "you", "your" and "my" mean the individual who is entitled to receive an Electronic Statement (including some Tax Forms) or Notification;
- "we", "us" and "our" mean Firefly Credit Union;
- "Account" means your Firefly Credit Union account(s) including savings, checking, loan, and / or Visa Credit Card;
- "Periodic Statement" means your regular Firefly Credit Union Account statement (monthly or quarterly) and / or your Visa Credit Card Account billing statement;
- "Communications" means your Periodic Statement and all other Notifications from us to you relating to your Account; and
- "Digital banking" means the electronic service in which you will receive your documents in electronic form.

**Consent to Electronic Documents.** With your consent, you can electronically receive Periodic Statements, annual Tax Forms (such as an IRS 1099 or 1098 form), or Electronic Notifications. In any case, this Consent applies to any statement, form or notification you elect to receive now or in the future. The Notifications covered by your consent include (i) any disclosure, required by federal, state or local law, including disclosures under the federal Truth in Lending Act, the federal Electronic Fund Transfer Act, Truth in Savings Act and the financial privacy provisions of the Gramm-Leach-Bliley Act, (ii) any modifications to any agreement that governs your Account or related change in terms notices and (iii) any communications in connection with the maintenance of your Account including late fee notices.

You understand and agree that Communications may be sent to the e-mail address you entered when using digital banking. You understand and agree that third parties who access your Account, your e-mail account or the hardware or software used to view your Account or e-mail account may see Communications sent to you.

**How to Withdraw Your Consent.** If you choose to discontinue electronic Communications, you must log into digital banking and click on View Documents > Manage Document Preferences and select the appropriate options in the Document Delivery Preferences section and Save.

We will not impose any fee to process the withdrawal of your consent to electronic Communications. Any withdrawal of your consent to electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal request, resulting in your receipt of Communications in paper form.

**How to View your Periodic Statement(s).** Once you access digital banking services, select View Documents to view available Periodic Statements and Notifications. Periodic Statements will be available for the current month if you enroll at least five (5) calendar days before the end of a month or before the closing date of your Visa Credit Card Account billing statement, otherwise your Periodic Statement(s) will be available the following month. Previous statements may be available upon initial enrollment; however, over time you will have access to 18 months of Periodic Statements. We customarily will have a copy of your Periodic Statement(s) available within the first three business days at the beginning of each month or within three days after the closing date of your Visa Credit Card Account billing statement.

You agree to examine each periodic account statement and report any irregularities or disputes to us within sixty (60) days.

**How to Update Your Records.** You agree to promptly update your electronic mail address if a change occurs. You may change your e-mail address by logging into digital banking and clicking on View Documents > Manage Document Preferences. Enter your new e-mail address and click the Save button. This is updated immediately after the step has been taken.

**Hardware and Software Requirements.** In order to access and retain electronic Communications, you must have the following:

- Current updated browser versions for Google Chrome, Microsoft Internet Explorer, Mozilla Firefox, Microsoft Edge and Safari and Adobe Reader;
- A personal computer, operating system and telecommunications connections to the Internet capable of supporting the foregoing; and
- Sufficient electronic storage capacity on your hard drive or other data storage facility, or a printer that is capable of printing from your Internet browser and e-mail software.

**Paper Copies of Communications.** Communications may be printed using Adobe Acrobat Reader's print function or by a similar application. Upon your request we will provide you with a paper copy of a Communication that we provide you electronically by contacting us at (952) 736-5000 or (800) 345-2733. If applicable, you may be charged for paper copies in accordance with our Fee Schedule.

**Communications in Writing.** All Communications in either electronic or paper format delivered from us to you will be considered "in writing." You should print or download a copy of this Consent to Deliver Electronic Statements and Electronic Notifications and any other electronic Communication that is important to you.

**Access to Communications.** By providing your consent to electronic Communications at this website, you confirm that you can access electronic Communication through digital banking.

#### OTHER IMPORTANT TERMS

**Delivery of Electronic Notices.** Electronic Notices may be sent to the e-mail address indicated within View Documents > Manage Document Preferences or available within View Documents within the timeframes required by law. You may access Notifications and other membership disclosures by visiting our website at [www.fireflycu.org](http://www.fireflycu.org) and clicking on Disclosures within the page footer.

- **Visa Credit Card Payment Information.** When you elect to receive your Visa Credit Card Account billing statement electronically, you will no longer receive courtesy reply envelopes to use to mail your Visa payments to us. You can use the following payment options:
  - a) Make your payments using digital banking. You will need to have a savings or checking account with us and available funds. Access digital banking from [www.fireflycu.org](http://www.fireflycu.org) or Firefly's mobile app.
  - b) Mail your payments to: Firefly Credit Union, Credit Card Department, 1400 Riverwood Drive, Burnsville, MN 55337. Payments received via U.S. mail are credited on the business day of receipt.
  - c) Make your payments in person during business hours at any of our branches or use a night depository that is available at a branch.
  - d) Set up an automatic transfer from your Firefly account. Call (952) 736-5053 to find out more about available automatic transfer options.
- **Returned E-mails.** If e-mails advising you of the availability of statements or notifications are returned to us, we may cancel your enrollment in the electronic Communications and resume sending you paper statements and notifications in the mail. If this happens, you will need to re-enroll via digital banking with updated information.
- **SPAM Filters.** You are responsible for ensuring that any SPAM filters recognize e-mail originating from us as the digital banking service.
- **Account Standing.** We reserve the right, at any time and without notice, to stop providing your Periodic Statements and Notifications through digital banking and provide them via postal mail, if your account is not maintained in good standing.

- **Cancellation.** We reserve the right, at any time and without notice, to stop providing your Periodic Statements and Notifications through digital banking and provide them via postal mail. Reasons for cancellation include, but are not limited to, not actively utilizing digital banking services as outlined in the Digital Banking First Time User Agreement.
- **Security Measures.** We will use commercially reasonable measures consistent with industry standards to maintain a reasonable level of security over the information contained in your Periodic Statements and Notifications. All information delivered via digital banking, including Period Statements and Notifications, is password protected and encoded using encryption to provide protection as it is transmitted over the Internet.
- **Disclaimer of Warranty.** We make no warranties of any kind, whether expressed or implied, with respect to the use and adequacy of the Communications we provide under this agreement. We disclaim any and all implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
- **Governing Law/Jurisdiction/Severability.** This agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota and any applicable federal laws and regulations. You irrevocably submit to the jurisdiction of any federal or state court sitting in the State of Minnesota for any action that you bring and agree that, in any action brought under this agreement, venue shall be placed in Dakota County. A determination that any part of this agreement is invalid or unenforceable will not affect the remainder of this agreement.
- **Changes to this Agreement.** We will not change the terms of this agreement unless we give you minimum notice as required by law.