

# Dakota West Credit Union Electronic Notice Delivery Agreement

These terms and conditions ("Terms") govern your receipt of certain account-related information via electronic delivery. By agreeing to these Terms, as well as by viewing or using Dakota West Credit Union online access ("Online Access"), you accept these Terms. These Terms are in addition to, and do not change or modify, any other agreement between you and Dakota West Credit Union, including but not limited to your Dakota West Credit Union Account Agreement(s) ("Account Agreement") and the Online Access Terms and Conditions.

Dakota West Credit Union may change these Terms at any time and without notice by updating them on Online Access. You agree that if you use Online Access after these Terms are updated, you will be bound by such change. At the time of a change to these Terms, you have the right to reject such change by canceling Electronic Notice Delivery.

- 1. Electronic Notice Delivery (E-Delivery)** You consent to electronic notice delivery to the email address you have provided in Online Access or to Dakota West Credit Union ("Email Address") for account-related information. To be eligible to receive E-Delivery, you will need to verify your Email Address in accordance with our verification processes. You understand that once you begin receiving E-delivery, you will no longer receive this information via U.S. mail. However, you may request a paper copy of any information delivered electronically by contacting Dakota West Credit Union for a fee.

You authorize Dakota West Credit Union to deliver information to you by email or by sending you a physical or electronic notice that directs you to [www.dakotawestcu.com](http://www.dakotawestcu.com) or another website or Internet address where the information can be viewed or printed. Contact us immediately if you have any difficulty accessing your information electronically or if you have any questions about E-delivery.

- 2. Canceling E-delivery** You may cancel your E-delivery service and request U.S. mail delivery, by contacting Dakota West Credit Union. However, withdrawal of E-delivery services may result in the termination of use of online and mobile banking platforms. Depending on the specific Dakota West product, if you withdraw consent to E-delivery you may be charged an additional or higher

interest rate or fee. Please refer to the applicable agreement for your specific product for additional details. Any changes to your E-delivery will be in effect within 30 days unless you are otherwise notified by Dakota West Credit Union.

You are responsible for updating Online Access You are responsible for updating Online Access or Dakota West Credit Union if you change your Email Address ("New Email Address"), and any failure to do so may result in your not receiving information related to your accounts with Dakota West Credit Union. If you provide such notice of a New Email Address, you consent to Dakota West Credit Union ceasing Edelivery to the prior Email Address and beginning E-delivery to the New Email Address.

E-delivery will stop if you do not verify the New Email Address within 7 days. If you later verify the New Email Address, E-delivery will resume. You acknowledge that E-delivery only relates to documents and information required to be delivered to you by law, and that if you cancel Edelivery, Dakota West Credit Union can still deliver any other information to you via electronic means.

**3. System Requirements:** You acknowledge that the following hardware and software requirements are needed to access e-delivery.

In addition to Adobe Acrobat Reader the following system requirements are needed:

Dakota West Digital Banking is compatible with the following devices and platforms:

Mobile Banking Application

- iOS devices (iOS 10+) – iPhone
- Android devices (OS 7.0+)

SmartWebApps (SWA) Online Banking Application & Console

Current and previous major browser versions for:

- Google Chrome

- Mozilla Firefox
- Safari (for Mac OS only)
- Microsoft Edge

Note: DWCU recommends users keep their desktop browser and operating system updated. We do not exclude users from using other browsers/versions, but we cannot guarantee the user interface (layout/color) will be optimal or that all features will be available outside of these recommendations.

- 4. Additional Terms** You acknowledge and agree that (a) your Email Address is valid and you have a device with Internet access capable of accessing Online Access and viewing and printing PDF files; (b) by consenting to E-delivery, you are demonstrating that you have the ability to view and print information through electronic means; (c) by choosing to receive E-delivery, it is your responsibility to periodically log on to Online Access and view your information and notify Dakota West Credit Union if any such information is inaccessible, incomplete or unreadable; (d) notwithstanding your consent to receive information via E-delivery, Dakota West Credit Union may at any time and for any reason instead deliver such information in paper form via U.S. mail; (e) your consent to E-delivery remains in effect until you withdraw it or close your account; and (f) for joint accounts, your consent to E-delivery will control the delivery of such information for your joint account holders unless they provide separate delivery instructions to Dakota West Credit Union. If you do not log on to Online Access for a period of months, Dakota West Credit Union may stop E-delivery and provide the information via U.S. mail. You consent to Dakota West Credit Union resuming E-delivery upon your next logon to Online Access.

You acknowledge that certain risks exist with E-delivery, including but not limited to unauthorized access, systems outages, and disruptions in telecommunications services. Email is not private or secure and E-delivery emails are not encrypted. E-delivery may contain private or sensitive information, and you agree to safeguard your Email Address. The safeguarding of your Email Address is your sole responsibility, and failure to safeguard your Email Address may result in others viewing your private information. You agree not to respond to E-delivery emails

by return email and that Dakota West Credit Union will not be responsible to act upon such responses.