

# **eCommunication Service**

## **An Addendum to the Digital Banking Service Agreement**

This addendum to the Digital Banking Service Agreement (hereinafter referred to as “Addendum”) governs your use of the ancillary service offered by River Valley Bank for customers to receive specific communications relating to their account(s) by electronic delivery (hereinafter referred to as “eCommunication Service”). The headings used in this Addendum are for convenience only and shall not govern nor affect the interpretation of the terms of this Addendum.

We encourage you to read this entire Addendum carefully prior to using eCommunication Service. We recommend that you print and retain a copy of this Addendum, along with any other documents which are incorporated herein by reference, for your records.

### **Relationship to Other Agreements**

eCommunication Service is a supplementary service of our Digital Banking Service. Unless otherwise specifically addressed within this Addendum, all terms and conditions of the Digital Banking Service Agreement, other agreements you have with us and associated disclosures related to a specific account, whether they exist now or in the future, will continue to apply and remain enforceable. Should there be any conflict or discrepancy between agreements, the terms and conditions of this Addendum will take precedence to the extent necessary to resolve such conflict or discrepancy.

### **Eligibility**

Any customer eligible for Digital Banking Service and who has one or more accounts with us may enroll in eCommunication Service. Notices, periodic statements and disclosures that are available for this service, currently or in the future, are provided per account, not per customer. If any single account owner elects for eCommunication Service, the account will be opted into eCommunication Service with that individual becoming the sole recipient and viewer of any individual notification(s) and any related document(s) they have elected to receive electronically. Elections made previously by another account owner will be visible to the remaining account owner(s) when using Digital Banking Service, but not available for their selection unless it is first deselected as described later in this Addendum. No paper copies will be sent via postal mail for any enrolled notices and/or periodic statements nor any disclosures for enrolled accounts.

It is extremely important for you to communicate your intentions to any other account owner and to understand their preferences as the choices you make individually will impact all other owners on the account as described above.

### **Your Legal Rights**

Certain laws and regulations require us to provide specific notices, periodic statements and disclosures to you in “writing”, which has traditionally meant for you to receive on paper. However, with your prior consent, we may satisfy these requirements by issuing the aforementioned items electronically. This disclosure contains important information to allow you to choose whether or not you will consent to this form of communication. Your consent and this Addendum will also apply to other notices and communications, of which may not be subject to the same legal requirements but are available through this service.

If you elect not to consent, any required notices and disclosures will be mailed to you.

## Description of Services

eCommunication Service allows for you to receive specific communications relating to your account(s) via electronic delivery. An electronic periodic statement is called an “eStatement” and an electronic bank notice is called an “eNotice”. Additional communications, including but not limited to “Alerts”, may also be activated on account(s).

eCommunication Service has been designed to allow you to choose and manage how you receive various types of communications. Following the instructions available within Online Banking, you may select your preference, by account, to: (1) access your eStatement for your account(s); (2) receive various eNotice(s) regarding your account(s); (3) establish various Alerts that may be available; and/or (4) amend your participation in each of these communications through Online Banking.

When establishing your consent, you will be asked to provide a security phrase to be displayed on all valid emails from us for purposes of the eCommunication Service. For security purposes, we strongly recommend not to incorporate your account number or other personal identifying information as part of your security phrase.

You will be notified, dependent upon the type of communication and available method selected, via email or text message that a communication is available for you to retrieve when you next log into your Online Banking account. This method is used to maintain security related to your account. eStatements and eNotices will be available for up to 13 months from the date we send the notification to you advising of its availability. If you deselect eStatements or eNotices for any period of time, only the eStatements and eNotices reflecting the active periods for up to the last 13 months will be available. Communications relating to periods of which you deselected eStatements or eNotices will not be retained in your Online Banking regardless of whether or not such period falls within the last 13 months from the current date. We encourage you to retain a copy of any communications subject to eCommunication Service.

Your consent applies to any legal or regulatory disclosures related to your account(s) **and** any notices or other communications which have been selected on the Online Banking platform. Your consent will remain in effect until one of the following conditions has been met; (a) you have withdrawn consent by deselecting all communications for each account using Online Banking; (b) your access to Digital Banking Service has been terminated by either party; or (c) 90 days following the termination of your relationship with us by either party. If you choose to deselect any type of communication, whether individually or related to an entire account, your consent will remain effective for any other account(s) and/or communication(s) you had previously consented and for which the deselection had not involved. You may also withdraw consent at any time by calling us or writing to us using the “Contact Information” below.

At our sole discretion, your consent may also extend to any future account(s) you may establish with us and to any new communications that may become available in the future relating to your current and future account(s). However, as with any current account, you may have the ability to manage how you receive various types of communications. If you elect not to use eCommunication Service for any future account(s), this decision alone will not serve as a withdrawal of consent for any other account(s).

## Fees

We currently do not charge a fee to enroll in or for general use of eCommunication Service. However, periodic statements for certain types of accounts, such as for checking and savings, may be subject to a

Paper Statement Fee should you choose not to elect for eStatements. Please refer to the other agreements, disclosures or fee schedules relating to your particular account(s) for more information.

If your Online Banking account becomes dormant due to a period of inactivity of nine months, your banking account(s) will revert back to receiving paper statement(s) via mail and any Paper Statement Fee, if applicable, will be enforced at that time.

We reserve the right to institute or change fees for eCommunication Service after sending you prior notice.

### **Reservation of Rights**

You may give us all notices regarding your accounts by encrypted email using our then current email address, except as otherwise prohibited by law or established in other agreements. However, we reserve the right to have any notice confirmed in writing, upon our request, to our physical address.

We reserve the right, at our sole discretion and regardless of your prior election, to provide any disclosure, notices or other communications in paper, rather than electronically.

We reserve the right, at our sole discretion, to add to, revise or rescind communications available as part of eCommunication Service, as well as any terms and conditions on which we provide this service.

### **Hardware and Software Requirements**

In order to receive "Electronic Records", you must have access to the following:

- Electronic storage capacity on a hard drive or other data storage unit to retain copies
- An active email account with an internet service provider and email software
- An internet browser that supports 128 bit encryption
- An operating system and an internet connection capable of receiving, accessing, displaying and either printing or storing communications received from us in an electronic form via plain text-formatted email or by access to our website using the browser specified above.
- Adobe Acrobat Reader® version 6.0 or higher. eCommunication Service is not endorsed or sponsored by the publisher of Acrobat Reader, Adobe Systems Incorporated.

### **Contact Information**

1-888-842-0221  
River Valley Bank  
327 N. 17<sup>th</sup> Ave., Wausau, WI 54401  
[info@rivervalleybank.com](mailto:info@rivervalleybank.com)

### **Consent**

To provide consent, enter in the required passcode into the form and click the "I Agree" box corresponding with this Addendum. If you elect not to consent, you will continue to receive any required communication in paper through the mail.