

## **Dominion Bank Electronic Account Statement Disclosure and Agreement for E-Statement Services**

This Electronic Banking Account Statement Disclosure and Agreement is made between you and Dominion Bank and provides your request and consent to receive statements, notices, and documents for your account(s) by electronic delivery. These electronic statements, notices, and documents are called "E-Statements". If you elect to receive your Bank statements through electronic delivery, you will no longer receive paper statements through the US Postal Service. There is no fee for this service.

### **ELIGIBILITY FOR E-STATEMENTS**

You must be enrolled in our online banking product in order to sign up for and view E-Statements.

### **Notification and Accessing Your Statements**

When your statement is generated, the Bank will send an e-mail notification to the most recent e-mail address we have on record. You can retrieve your statement anytime thereafter; however, we recommend that you promptly review, print and/or download the statement to verify that all information related to your account is accurate.

Your statements and notices will be available to you online for 24 months. You will continue to have the option to request historical statements, for which fees may apply; please refer to Schedule of Fees for details. If you wish to receive a paper copy of a disclosure or other information presented to you electronically contact your local branch or send an email to [statements@dominionbanking.com](mailto:statements@dominionbanking.com).

We will use our best efforts to deliver your E-Statement notifications in a timely manner and in accordance with any applicable time required by law. However, we shall incur no liability if we are unable to deliver your notification because of the existence of any one or more of the following circumstances:

- The email address on file is invalid;
- Your email or Internet service provider filters the notification from your Inbox (e.g. considers it "spam" or "junk mail");
- There is a malfunction in your personal computer browser and/or software;
- Our website or Dominion Bank Online is not working properly and you know or have been advised by us of the malfunction; or
- Circumstances beyond our control (such as, but not limited to, fire, flood, interruption in telephone service or other communication lines, interference from an outside force, legal restriction or delays in mail service) prevent proper delivery and we have taken reasonable precautions to avoid those circumstances.

### **Hardware and Software Requirements**

Opting for the E-Statement service requires that you have access to a computer, internet connection, a current operating system, an up-to-date browser, sufficient memory to download and retain electronic records; a printer, if you want to be able to print your electronic records; and a current version of a portable document viewer, such as Adobe Acrobat Reader. The latest available version of Microsoft Internet Explorer, Google Chrome, Firefox or Apple Safari and the latest available version of Adobe is preferred.

By enrolling in E-Statements, you confirm that you have the equipment that provides the ability to receive, view, print and/or save electronic statements and disclosures. From time to time, we may make upgrades to our hardware and software systems. You will be notified of these upgrades and any additional requirements necessary to continue to receive statements and disclosures electronically.

### **Duty to Review Periodic Statements**

You must promptly access and review your E-Statement and any accompanying items and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity. If you allow someone else to access your E-Statement, you are still fully responsible to review the E-Statement for any errors, unauthorized transactions or any other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the E-Statement notification date regardless of when you access and/or review your E-Statement. If you do not immediately report to the Bank any non-receipt of E-Statements or any error, irregularity, discrepancies, claims or unauthorized debits or items, you shall be deemed conclusively to have accepted all matters contained in the E-Statements to be true, accurate and correct in all respects.

**Email Address Maintenance**

In order for the Bank to notify you when your statements are available, we require your current e-mail address. If this information should change, it is your responsibility to notify the Bank immediately by contacting your local branch or sending an e-mail to [statements@dominionbanking.com](mailto:statements@dominionbanking.com).

If we are made aware, through electronic notification, that the e-mail address we have on file for you is not accurate, we will attempt to mail a paper copy of your statement to the last known postal address we have on file for the related account(s). Receiving this electronic notification two consecutive months will result in automatic termination of the service. You will then begin to receive monthly paper statements and have to re-enroll in the service upon providing updated contact information to the Bank.

Your consent of this electronic delivery, evidenced by your enrollment in E-Statements, authorizes the Bank to provide you with your periodic bank statements, including but not limited to any future disclosures, amendments, privacy notices, letters, correspondences and other notices that may be legally required to be provide to you, in electronic form.

**Change Statement Delivery Method**

At any time and at no charge, you may withdraw your consent to receive electronic records by contacting your local branch or sending an e-mail to [statements@dominionbanking.com](mailto:statements@dominionbanking.com). Any withdrawal of your consent to receive Electronic Records will be effective only after we have had a reasonable period of time to process your withdrawal and will not impact our ability to send you electronic communications, to the extent not otherwise prohibited by applicable law. You will not be charged a fee if you choose to withdraw your consent. We may, at our discretion, charge any applicable account service fee for providing paper statements thereafter. Withdrawing your consent will not affect the legal validity and enforceability of any E-Statements sent prior to the effective date of consent withdrawal.

**Changes and/or Termination**

This agreement will remain in effect until terminated by you or the Bank. Except as otherwise required by law, rule, or regulation, we may change the terms of this Agreement at any time. When changes are made, we will update this Agreement. Online banking will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. If such a change is made, and it can't be disclosed without jeopardizing the security of the system, this Agreement will be updated within thirty (30) days after the change. You will be notified as soon as possible when any changes are made which materially affect your rights. As always, you may choose to decline changes to this Agreement by de-enrolling in the service.

Your continued enrollment in the E-Statements service is your acceptance to the Agreement. Changes to fees or terms applicable to eligible accounts are governed by the agreement otherwise governing the applicable account. It is your responsibility to review this Agreement including the Bank's Privacy notice from time to time in order to be aware of any such changes.