

# Avidia Bank Electronic Notices Disclosure

## Electronic Delivery of Statements, Notices, Disclosures and Tax Forms

By completing the consent agreement you agree to permit Avidia Bank ("The Bank") to provide statements, notices, disclosures and tax forms to you in electronic format, instead of providing such statements, notices, disclosures and tax forms in paper format.

Your consent and agreement shall relate to all forms of statements, notices, disclosures and tax forms required under applicable law as a result of the various agreements between you and the Bank and shall remain valid until such time as you exercise your right to revoke this consent. You elect and authorize us, at our discretion, to electronically deliver your statements, notices, disclosures and tax forms that we are required to provide you under applicable Federal and State statutes and their implementing regulations, as amended from time to time.

Other Federal and State laws and regulations ("laws") may be enacted or amended in the future to provide for electronic delivery of statements, notices, disclosures and tax forms. Your election also authorized us, at our discretion, to provide electronic delivery of such statements, notices, disclosures and tax forms pursuant to these laws after they become effective.

## Terms and Conditions of Your Online Service Agreement and Disclosure

By entering into this Agreement, you accept all the terms and conditions contained in the agreement. Please read it carefully.

The terms and conditions of your Account Agreement and Disclosure for each of your bank accounts as well as your other agreements with the Bank such as loans continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Massachusetts. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

## Definitions

"We", "Our", "Us" or "The Bank" mean Avidia Bank.

"You" and "your" refer to the account owner(s) authorized by the Bank to receive statements, notices, disclosures and tax forms under this Agreement.

“Account” or “accounts” means your accounts at the Bank.

“Business days” means any calendar day other than Saturday, Sunday, or any holidays recognized by the Bank.

### **Consent to Electronic Delivery of Disclosures, Notices and Tax Forms**

You have the right to receive statements, notices, disclosures and tax forms, printed and mailed to your mailing address of record. By entering into this Agreement, you understand that the Bank will cease providing you with printed statements, notices, disclosures and tax forms in the mail, and that all future statements, notices, disclosures and tax forms will be maintained on a website that you may access to obtain, review, print and otherwise copy/download. You agree to keep your e-mail address current and to update any change to your e-mail address immediately online. For your protection and for security purposes, we will not accept any change of e-mail address notices via e-mail.

You understand that if you decide in the future that you would like to receive printed statements, notices, disclosures and tax forms in the mail instead of receiving statements, notices, disclosures and tax forms electronically, you agree to notify the Bank via telephone, or via U.S. Mail. Our telephone number and postal mail address are listed below in the section entitled “Communications between the Bank and You.”

### **Security**

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your statements, notices, disclosures and tax forms for each of your Avidia Bank accounts as soon as you receive/access it. You agree to protect the confidentiality of your account and account number, and your user ID and password. You understand that your user ID and password by itself or together with information related to your account, may allow unauthorized access to your account. Data transferred via statements, notices, disclosures and tax forms is not encrypted. You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Internet, or e-mail transmitted to and from us, will not be monitored or read by others.

**Password Security.** For security reasons, we will require the use of an individualized user ID and password to gain access to your Avidia Bank statements. If you are prevented access due to incorrect password, please contact your administrator.

***Your logon password is confidential information that should be known only by you. Avidia Bank will not, for any reason, ask for your user ID or password. If anyone contacts you and requests this information, contact us immediately. You are responsible for keeping your user ID and password confidential.***

### **Statements, Notices, Disclosures and Tax Forms**

By enrolling to receive statements, notices, disclosures and tax forms, you will not receive a separate printed and mailed statement, notices, disclosures and tax forms.

You must promptly access/review your statements, notices, disclosures and tax forms and any accompanying items and notify us in writing within the applicable time period specified in your Account Agreement and Disclosure of any error, unauthorized signature, lack of signature, alteration or other irregularity. If you allow someone else to access/review your statements, notices, disclosures and tax forms, you are still fully responsible to access/review the statements, notices, disclosures and tax forms for any errors, unauthorized signatures, lack of signatures, alterations, or 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 Date regardless of when you receive and/or open the statements, notices, disclosures and tax forms.

If you need to obtain a printed copy of a statement(s), notices, disclosures and tax forms that has not been mailed to you because you have enrolled to receive statements, notices, disclosures and tax forms electronically instead, please call 1-855-248-6311.

### **Change in Terms**

We may change any term of this Agreement at any time. If the change would result in increased fees for any bank service, or increased liability for you, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will provide any required notice of the change in terms to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. If there is more than one party to the account, notice to any one-account owner will be effective for all. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts.

### **Disclaimer of Warranty and Limitation of Liability**

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the statements, notices, disclosures and tax forms provided to you under this Agreement. We do not and cannot warrant that statements, notices, disclosures and tax forms will operate without error, or that statements, notices, disclosures and tax forms will be available at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of statements, notices, disclosures and tax forms, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory. Further, in no event shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through statements, notices, disclosures and tax forms.

### **Contact Information**

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- **Telephone:** You can contact us by telephone at: 1-855-248-6311
- **Postal Mail:** You can write to us at: Avidia Bank P.O.Box 161390, Altamonte Springs, FL 32714

### **Consent to Electronic Delivery of Notices**

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically via e-mail, notice with instructions/links or via an e-mail with attached disclosures. You agree to notify us immediately of any change in your e-mail address.

We will send all notices, attachments and/or documents via e-mail to the last known e-mail address provided by you. You agree to keep your e-mail address current and to update any change to your e-mail address immediately, online or in person. For your protection and for security purposes, we will not accept any change of e-mail address notices via e-mail. If you have not updated your e-mail address, you agree that your failure to provide us with a good e-mail address is the lack of ordinary care on your part. If we become aware that you are not receiving e-mail, we will send all notices, attachments and/or documents to you via U.S. Mail to your last address known to us.

## Hardware and Software Requirements

### Supported Browsers

The below confirms which browsers are currently supported.

APPLICATION	SUPPORTED BROWSERS
WealthCare Portal	Internet Explorer Edge* Chrome (must be higher than version 68 to avoid potential login and SSO issues) FireFox Safari*

\*For Edge and Safari, only the most current versions are supported.

### Troubleshooting Browser Issues

Sometimes browser plugins, extensions, and add-ons can inadvertently interfere with your experience in using other applications. The Pinterest browser plugin for Google Chrome, Firefox, Internet Explorer, and Safari has been found to create hidden characters in fields which can cause unexpected errors. We recommend disabling this plugin on your browser.

#### FOR FIREFOX

- Go to 'tools'
- Select the 'extensions' tab
- Click the 'disable' button for the Pinterest extension

#### FOR CHROME

- Click the 'more' menu icon (three dots)
- Navigate to more *tools > extensions*
- Uncheck the 'enabled' box for the Pinterest extension

#### FOR INTERNET EXPLORER

- Go to 'internet options'
- Select the 'programs' tab
- Click the 'manage add-ons' button
- Select the Pinterest add-on in the list and click 'disable'

You must also have Adobe Acrobat Reader 5.0 or higher. [Click here to download a free copy of Adobe Acrobat Reader.](#)