## **E-Sign Disclosure and Consent**

## CONSENT FOR ELECTRONIC DISCLOSURES UNDER THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT

This agreement and disclosure (this "Agreement") specifically governs Electronic Records you consent to receive electronically including your periodic statements. If you have requested digital banking services from us, this Agreement also governs those services. Please read this Agreement carefully before you consent and keep a copy for your records. You agree to be bound by all terms and conditions contained in this Agreement, which are in addition to the terms and conditions in our other agreements with you. Definitions: In this Agreement, the plural form of a word also means the singular, and vice versa. "You," "your," or "yours" means each and every one who utilizes our Electronic Records. "Credit Union," "we," "us," "our," or "ourselves" means the Credit Union providing this Agreement to you. "Disclosure" means any disclosure or notice that we would normally provide to you in written form. Examples of Disclosures include (but are not limited to) billing error rights, agreements or disclosures for digital banking services you elect to use, privacy notices, and tax statements. "Notice" means any notice or communication from us regarding your account. Examples of Notices include (but are not limited to) insufficient funds notices, courtesy pay notices, loan reminders, communications regarding digital banking services, amendments to any agreements, and all notices of changes, suspensions, restrictions, and termination of digital banking services. "Statement" means any periodic statement of account for all of your accounts including savings, checking, certificates, loans etc, "Electronic Record" means any Disclosure, Notice, or Statement that we provide to you electronically.

**Electronic Signature:** You agree that your submission by electronic means of your application or of your consent and agreement to the terms and conditions of this Agreement is a manifestation of your intent and agreement to be bound by such terms and conditions. You further agree that such electronic submission has the same effect as though you physically signed this Agreement and that such electronic submission qualifies as your signature for all purposes. If there is a joint applicant, account owner, or user, you represent and warrant that such joint applicant, owner, or user has authorized such electronic submission.

**Consent:** By consenting to the terms and conditions of this Agreement, you specifically agree that we may provide Electronic Records, including periodic statements, to you electronically. We may provide Electronic Records to you through your digital banking access, by electronic mail ("**Email**"), or by using other electronic methods allowed pursuant to applicable laws and regulations. You further agree that we may discontinue providing paper copies of Disclosures, Notices, and Statements that we provide to you as Electronic Records. However, we reserve the right to provide any Electronic Record to you as a paper copy, rather than electronically.

If you would like to receive your VISA statement by mail and all other statements electronically, please contact us at 800.550.5328 or 703.480.5300, Monday – Friday 8:30 AM -8:00 PM, EST.

**Paper Copy:** You may request a paper copy of any Electronic Record under this Agreement by writing to us at 5175 Parkstone Dr., Suite 200, Chantilly, VA 20151-3816, by calling us at 800.550.5328 or 703.480.5300, by emailing us at **jfcu@jfcu.org**, by visiting any of our branches, or by contacting us through digital banking. We may charge you a fee, in accordance with our Fee Schedule, if you request a paper copy in addition to the Electronic Record.

Withdrawal of Consent: You may cancel Electronic Records (e-statements, disclosures or notices) at any time within digital banking, by writing to us at 5175 Parkstone Dr., Suite 200, Chantilly, VA 20151-3816, by calling us at 800.550.5328 or 703.480.5300, by emailing us at <a href="mailto:ifcu@jfcu.org">ifcu@jfcu.org</a> or by visiting any of our branches. There are no fees for requesting to withdraw your consent to Electronic Records. However, a fee may apply for paper statements, in accordance with our Fee Schedule. If you wish to receive Electronic Records after you have withdrawn your consent, you must complete the consent process and reconfirm your ability to access Electronic Records.

Hardware and Software Requirements: The minimum requirements to view your Electronic Records are (a) One of the latest two versions of the following browsers: Edge, Safari, Chrome or Firefox JavaScript and Cookies, and a recent version of Adobe Reader (b) hardware capable of running this software; and (c) a printer to print or the ability to save your Electronic Records. By consenting to the terms and conditions of this Agreement, you acknowledge that you can access Electronic Records in the designated formats listed in this section. If a change in the hardware or software requirements creates a material risk that you will not be able to access or retain

subsequent Electronic Records, we will notify you of the revised hardware and software requirements. If you do not agree to the changes, you may withdraw your consent, and we will not impose any condition, consequence, or fee for such withdrawal.

Changes to your Email Address: You agree to keep us informed of any change in your Email address. You may change your Email address by writing to us at 5175 Parkstone Dr., Suite 200, Chantilly, VA 20151-3816, by calling us at 800.550.5328 or 703.480.5300, by emailing us at <a href="mailto:jfcu.org">jfcu.org</a>, by visiting any of our branches, or by contacting us through digital banking.

Consent for Electronic Records and Electronic Signatures: By clicking "I Agree "— You have received, read, and understood, and you hereby consent and agree to, the terms and conditions of this Agreement. Furthermore, you acknowledge that you can access the Electronic Records in the designated formats described above. If you do not click "I Agree" - You do not consent to receive Electronic Records and you understand that, by withholding such consent, you agree to cancel this transaction.