

Electronic and Paperless Communication Disclosure

July 2020

In this *Electronic & Paperless Communication Disclosure*, "we," "us," "our," and "ECCU" refer to ECCU. Unless otherwise specified, "you" and "your" refer to each account owner, financial service owner and/or user identified on an account or financial service.

1. Consent to Transact Business Electronically

You consent to transact business electronically regarding application for membership with ECCU as well as the opening and funding of various accounts within that membership by using your electronic signature. As a digital financial institution, you are consenting for ECCU to send you important information electronically instead of by paper. If you do not wish to consent, you may withdraw from this electronic application process or this electronic service selection. See *Your Right to Withdraw Consent* below.

2. Consent to Electronic Delivery of Disclosures and Communications

You understand and agree that ECCU may, in its sole discretion, provide you with any and all disclosures and communications regarding your membership and accounts in electronic format ("Communications" as further defined below) and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent. We will not send you a paper copy of any Communication unless you request it or we otherwise deem it appropriate to do so. We reserve the right to deliver any Communications in paper format instead of, or in addition to, electronic format.

ECCU will electronically deliver Communications to you by posting them on ECCU's online banking website and/or by emailing them to you at the email address we currently have on record. All Communications sent via email, with respect to a particular account, will be sent to the primary account owner of the account. We reserve the right to deliver Communications to the email address that we currently have on record for other account holders, financial services owners and/or users in our sole discretion or as required by law. Unless otherwise required by law, you agree that any Communication will be deemed received by you "in writing" when provided by any method as described above.

3. Disclosures and Communications

"Communications" include (without limitation): All agreements, disclosures, and notices required by state and federal law, and any other information and communications regarding or associated with your membership, accounts, and any other account, service, or transaction that you obtain or access with or through us. Examples include, but are not limited to: this *Electronic and Paperless Communication Disclosure*, *Account Agreement and Disclosures*, *Account Information and Fee Schedule*, *Online Banking Agreement*, privacy notices, tax forms and notices, periodic billing or account statements, change-in-terms notices, consent for preauthorized transfers, error notifications, insufficient funds notices, responses to inquiries or claims, transaction receipts or confirmations, account maturity and renewal notices, and any applicable supplement to any agreements, disclosures, notices, or communication as may be required from time to time.



Disclosures and Communications (Continued)

If you wish to withdraw your consent to receiving Communications electronically, please see the sections below titled *Setting Communication Preferences* and *Your Right to Withdraw Consent*.

4. Setting Communication Preferences

To a limited extent, you may be able to set your electronic communications preferences through ECCU's online banking service. This option may not be available for all accounts or financial services. If you elect to receive some Communications in paper and some electronically, the Communications that you receive electronically will be governed by this *Electronic and Paperless Communication Disclosure*. As previously indicated above, even if you elect to receive only certain types of Communications electronically, ECCU reserves the right to provide certain Communications in paper format only or in both electronic and paper format.

5. Consent to Correspond by Email

You agree that confidentiality and security are of the utmost importance. Therefore, you agree not to send account number(s), Visa[®] credit card or Visa Gold check card number(s), Social Security number (SSN), or attachments when electronically corresponding with ECCU. Identifying the account name, financial service name, the last three digits of an ECCU account number, or the last four digits of either a Visa card or SSN is acceptable. Your email address will be cross-referenced by us to determine the account number(s). If we receive a request by email from an address other than what is on file, we will not process the request, and further access to your account(s) may be restricted. Certain transactions may require verification and/or your signature before we can process your request.

At our discretion without notice to you, we may refuse to act on email requests. You agree to indemnify and hold us harmless in the event that we act upon an email request that appears to be from your email address, even if the email request was made by someone other than an individual whom you have authorized to use your email address, OR if confidential information (e.g., name, account number, etc.) is captured in transit to or from ECCU and used by unauthorized person(s), OR if your email request is never received by us. We are not responsible for delays in delivery of email messages to or from ECCU. All ECCU disclosures and fee schedules apply to all email transactions, as applicable.

6. Email Addresses/Changes

It is your responsibility to keep your email address and contact information up to date so that we can communicate with you electronically, and you agree to communicate notices to other account owners. We also reserve the right to use your mailing address on file to communicate with you. You must notify us of any change in your email address by calling 800.634.3228 (United States and Canada), or internationally at 714.671.5705, or by updating your information directly through ECCU's online banking service. Unless otherwise required by law, you agree that any Communications will be deemed received by you when sent by any method as described above.

7. Your Right to Withdraw Consent

You may withdraw consent to receiving electronic communication(s) by contacting Member Services at 800.634.3228 (United States and Canada), or internationally at 714.671.5705. Withdrawal by any applicant may be effective for all applicants. Withdrawal will not apply to actions already taken or where we have relied on your previous consent. There is no fee to withdraw your consent. Refer to the *Account Information and Fee Schedule* for any other applicable account fees. Please also note, that if you withdraw your consent to receive all communications electronically, ECCU as a digital financial institution, could be forced left with no other option than to remove digital banking access.

8. Copies

You may print or make a copy of any Communication delivered electronically by printing or saving it yourself. If you would like ECCU to mail you a paper copy of any Communication, please contact us by calling 800.634.3228 (United States and Canada), or internationally at 714.671.5705, or send a letter to: ECCU (ATTN: Member Services), P.O. Box 2400, Brea, CA 92822-2400. We may charge you a fee as set forth in the *Account Information and Fee Schedule*. Please note that we do not retain all Communications indefinitely; as such, not all Communications will be available if too much time has elapsed since the Communication was originally sent to you.

9. System Requirements

In order to receive and review Communications and conduct electronic transactions with us, you understand and agree that the following minimum hardware and software system requirements must be met:

- You will need a computer or mobile device with internet access and browser, a compatible operating system, and/or a compatible ECCU Mobile Banking app to access the Communications. While you may be able to access and retain the Communications using other hardware and software, we recommend that you use the latest version of the supported browsers or Mobile Banking app available and keep your security settings up to date. In certain circumstances, we may need to block certain browsers and software from accessing Online Banking and Mobile Banking due to possible security risks and may not be able to inform you in advance.

Refer to *System Requirements*, found in *Online Help* (<https://www.eccu.org/onlinehelp>) for a current list of browsers and operating systems compatible with ECCU's online and mobile banking.

- An email account with an Internet service provider and email software to receive Communications electronically.
- Software that enables you to view files in the Portable Document Format ("PDF"), such as Adobe® Reader®. To obtain a free copy of Adobe Reader, please visit www.adobe.com.
- A printer or a long-term storage device, such as your computer's disk drive, to retain Communications delivered electronically for future reference.

10. Termination/Changes

We reserve the right to modify or discontinue the electronic delivery of any or all Communications, to terminate or change the terms and conditions on which we electronically provide Communications, and/or to change the minimum hardware or software requirements. We will provide you with notice of any such termination or change as required by law.