

AGREEMENT TO ACCEPT ELECTRONIC DELIVERY OF EDOCUMENTS AND DISCLOSURES

This Family Savings Credit Union Agreement to Accept Electronic Delivery of Electronic Documents ("eDocuments") and Disclosure (hereinafter "Disclosure") applies to each Account(s) you have with Family Savings Credit Union (hereinafter Family Savings CU) where electronic statements are available.

1. **Definitions.** The words "we," "us," and "our" means the Family Savings Credit Union and the words "I", "you" and "your" means you, the individual(s) who is identified on the account as the owner or authorized signer as the account holder on the Account(s). As used in this Disclosure, "Communication" means any periodic statement, authorization, agreement, disclosure, notice, credit card or other loan agreement, or other information related to your Account, including but not limited to information that we are required by law to provide to you in writing. You agree to be bound by all terms and conditions contained herein, and are in addition to the terms and conditions in our other agreements (found in the Universal Account Agreement)

2. **Scope of Communications to Be Provided in Electronic Form.** You agree that we may provide you with any Communications relating to your Accounts in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:
 - Initial disclosures or agreements for your Account or associated payment features.
 - Periodic disclosures or monthly billing statements for your Account.
 - Notices or disclosures about a change in the terms of your Account or associated payment features.
 - Privacy policies and notices.
 - Disclosures and notices related to your loan account(s) and/or applications made to the credit union.
 - You have the right to receive information from us in a non-electronic form should you choose, by either withdrawing your consent as provided in Section 4 or by requesting paper copies as provided in Section 7.

3. **Method of Providing Communications to You in Electronic Form.** All Communications that we provide to you in electronic form will be provided either (1) via e-mail at the e-mail address you provide us, (2) by access to Internet Banking, Mobile Banking and/or a web site that we will designate in an e-mail notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to a web site that we designate in advance for such purpose. eStatements will be available for viewing for at least 24 months.

4. **How to Withdraw Consent.** You may withdraw your consent to receive Communications in electronic form for any of your Accounts by logging into Internet Banking and opting out or contacting us at (888) 311-3728. We will treat your provision of an invalid email address or the subsequent malfunction of a previously valid address as a withdrawal of your consent to receive electronic communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal. Then paper statements will be sent via US Mail.

5. **How to Update Your Records.** It is your responsibility to provide us with a true, accurate and complete e-mail address, contact, and other information related to this Disclosure and your Account(s), and to maintain and update promptly any changes in this information. You can update such information (such

as your e-mail address) within Internet Banking at our Web site on www.familysavingscu.com or by contacting us at (888) 311-3728.

6. **Hardware and Software Requirements.** In order to access, view, and retain electronic Communications that we make available to you, you must have:
 - Online Banking requires an Internet browser capable 128 bit encryption;
 - Sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
 - Adobe Acrobat Reader;
 - An e-mail account with an Internet service provider and e-mail software in order to receive our electronic communications
7. **Requesting Paper Copies.** We will not send you a paper copy of any Communication from us, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made no later than seven years after we first provided the electronic Communication to you. To request a paper copy, contact us by telephone at (888) 311-3728. We may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to your authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically. You have the right to receive information from us in a non-electronic form should you choose, by either withdrawing your consent as provided in Section 4 or by requesting paper copies as provided in Section 7.
8. **Communications in Writing.** All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of your Family Savings CU Online Disclosures, and any changes to that authorization, and any other electronic communication that is important to you.
9. **Federal Law.** You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (ESIGN), and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.
10. **Termination/Changes.** We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications, including any applicable discount for receiving Family Savings CU Online Disclosure. We will provide you with notice of any such termination or change as required by law.
11. **System Unavailability.** Access to the Service may be unavailable at certain times for the following reasons: (1) Scheduled maintenance, there will be periods when systems require maintenance or upgrades; (2) Unscheduled maintenance, service may be unavailable when unforeseen maintenance is necessary; or (3) System Outages, major unforeseen events, including, but not limited to earthquakes, hurricanes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, that may cause system unavailability. The Credit Union will make all reasonable efforts to ensure the availability of the Service. However, Family Savings CU is no way liable for the unavailability of the Credit Union statements or Communications or any consequential damages that may result.
12. **Arbitration.** YOU AND THE CREDIT UNION AGREE, UPON THE REQUEST OF AN ACCOUNT OWNER OF THE CREDIT UNION, TO SUBMIT TO MANDATORY BINDING ARBITRATION

ANY "DISPUTE" AS THAT TERM IS DEFINED IN THE UNIVERSAL ACCOUNT AGREEMENT.

13. **Electronic Consent.** You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service the Credit Union offers; or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union.

14. **Authorization.** By authenticating below, you are acknowledging receipt of this document and agree to be bound by its terms. This will be effective immediately. By clicking on the "**I Agree**" button below, I acknowledge that I have read and agree to the terms in this "ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT (ESIGN), DISCLOSURE & CONSENT FORM". This Agreement, including the validity of any signatures or consents, any claims, or any disputes arising hereunder shall be construed in accordance with and governed by the Laws of the State of Alabama.