

## **Electronic Communications Disclosure**

**Effective Date: July 14, 2015**

**Please read this Electronic Communications Disclosure thoroughly - It contains important information about your legal rights.** This Electronic Communications Disclosure covers all of your accounts, products, and services with Communication Federal Credit Union (collectively, "we", "us", and "our") accessible, either currently or in the future, through Online Banking (whether accessed through a personal computer or mobile device, sometimes referred to as "Mobile Banking"), our websites, or other electronic means. This includes, but is not limited to, the following account, product, and service types: deposit accounts, credit card, loan, brokerage accounts, investment advisory, insurance policies and other services. The words "I", "you" and "your" mean each account holder, product owner and/or service user identified on an account, product or service.

### **(1) Your Legal Rights**

Certain laws and regulations require us to provide specific information to you in writing, which means you have a right to receive that information on paper. We may provide such information to you electronically if we first present this Electronic Communications Disclosure and obtain your consent to receive the information electronically. Your consent will also apply to any other person named on your account, product or service, subject to applicable law. Since certain of our accounts, products or services are provided online and use electronic means to deliver some of this information, you must consent to this Electronic Communications Disclosure in order to use these services. At times, we may still send you paper communications, but as a basic proposition we need to know that you are willing to receive communications electronically that we may otherwise be required to provide on paper and that you have the hardware and software needed to access to this information (and note that in Section No. 3 below, we explain ways to obtain selected disclosures or other information on paper even after you have consented to this Electronic Communications Disclosure).

### **(2) Types of Electronic Communications You Will Receive**

You understand and agree that we may provide to you in electronic format only, by posting the information on the website where you access your accounts, products or services, through e-mail (if applicable and if you have provided a valid e-mail address), or other electronic means, agreements, disclosures, notices, and other information and communications regarding your accounts, services and products, the use of our websites or our other electronic services, your relationship with us, and/or other programs, products or services that are or may be in the future made available to you (collectively, "Communications"). Such Communications may include, but are not limited to:

- This Electronic Communications Disclosure and any updates;
- The Online Banking Service Agreement, other service or user agreements for access to our websites or other electronic services, all updates to these agreements and all disclosures, notices and other communications regarding transactions you make through websites or our other electronic services;
- Disclosures, agreements, notices and other information related to the opening or initiation of an account, product or service including, but not limited to, account agreements, fee schedules or other disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- Periodic, annual, monthly or other statements, disclosures and notices relating to the maintenance or operation of an account, product or service including, but not limited to account information, account activity, account inactivity, payments made or due, or other statements, disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;

- Investment account disclosures, agreements, statements, trade confirmations, tax reporting statements, shareholder notices, prospectuses, service notices and performance reports regarding accounts, products and services;
- Any notice or disclosure regarding an account, product or service fee, such as, but not limited to, a late fee, an overdraft fee, an over limit fee, a fee for a draft, check or electronic debit returned for any reason, such as insufficient funds fee or a fee as a result of a stop payment order;
- Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to accounts, products or services you obtain from us;
- Our Privacy Policy and other privacy statements or notices (by posting such notices on our website);
- Certain tax statements or notices that we are legally required to provide to you, such as the annual IRS interest statements; and
- Certain information or forms that we request from you and ask you to submit electronically, such as signature cards, W-9s, or other agreements.

### **(3) Setting Your Electronic Communications Preferences**

After you consent to this Electronic Communications Disclosure, you will still be able to set your preferences to receive certain categories of Communications in; (1) electronic format only; or (2) paper format only. Setting your Communications preferences may not be available for all products, accounts or services. For more information on the availability of your electronic communications preference management options, please refer to the appropriate electronic communications preference page on the website where you access your Communications. If you decide to receive some Communications in paper and some electronically, the Communications that you receive electronically will be governed by this Electronic Communications Disclosure.

### **(4) Types of Communications You Will Receive in Paper**

This Electronic Communications Disclosure does not apply to any communications that we determine, in our sole discretion, that we are required to deliver in paper form under applicable law or that you should receive in paper rather than electronic form.

Such communications shall be mailed to the primary address we show for you in our records or otherwise delivered as required by law or the governing agreement.

### **(5) Hardware and Software Requirements**

While you may be able to access and retain the Communications using other hardware and software, we currently support the following minimum requirements:

#### **For Online Banking through a personal computer:**

- An operating system, such as:
  - Windows NT, 2000, ME, XP, Vista, or Win 7; or
  - Macintosh OS 10.x
- Access to the Internet and a compatible Internet browser which supports HTML 4.0 and 128bit SSL encryption and JavaScript, such as:
  - For PC using Windows NT, 2000, ME, XP, Vista, or Win 7
    - Microsoft Internet Explorer 7.0 and higher
    - Firefox 3 and higher
    - Chrome 3.0 and higher

- For Macintosh using OS 10.x
  - Safari 3.0 and higher
  - Firefox 3 and higher
  - Chrome 4.0 and higher

**For Online Banking through a mobile device (“Mobile Banking”):**

- A mobile device with a compatible operating system, such as:
  - iOS 4 and higher
  - Android OS 2.2 and higher for mobile handsets
  - Android OS 3.0 and higher for tablets
  - Blackberry OS 6 and higher
  - Windows Phone 7 and higher;
- and either:
  - Access to the Internet using the default browsers included by your mobile device manufacturer; or
  - The latest Communication Federal Credit Union Mobile Banking App compatible with your device platform

Note: “Mobile Banking” refers to tablets, smartphones and cell phones that access Online Banking through **Communication Federal Credit Unions’** Mobile Banking Apps.

**(6) How to Withdraw Your Consent to this Electronic Communications Disclosu**

Subject to applicable law, you may withdraw your consent to this Electronic Communications Disclosure by calling the appropriate toll-free customer service phone numbers. For Online Banking the customer service phone numbers are available on the Communication Federal Credit Union website. You will not be charged a fee for withdrawal of your consent.

For Online Banking, if you withdraw your consent to this Electronic Communications Disclosure, we may stop providing you with Communications electronically and we may terminate your Online Banking access. Your withdrawal of consent is effective only after you have communicated your withdrawal to **Communication Federal Credit Union** by calling the appropriate phone numbers and **Communication Federal Credit Union** has had a reasonable period of time to act upon your withdrawal. Your consent shall remain in force until withdrawn in the manner provided in this section.

Remember that you can always set your Communications preferences as described in Section 3 above without withdrawing your consent to this Electronic Communications Disclosure.

**Consent Coverage; Certain Notices From You Are Not Covered.** Applicable law or contracts sometimes require you to give us "written" notices. You must still provide these notices to us on paper. Your consent here does not relate to those notices.

**(7) Obtaining Copies of Electronic Communications.**

You may print or make a copy of Communications by using the "Print" button (or otherwise using your printing functionality) or saving a copy - do this when you first review the Communications because after submission, we do not necessarily keep them all in a place that you can access. Upon request, we will provide you with a paper copy of any Communications provided electronically by us to you pursuant to this Electronic Communications Disclosure, provided we receive your request within 12 months after the date the Communication was first made available

to you electronically. You may request a paper copy of these Communications by calling us at the appropriate toll-free phone number for your account, product or service. Please refer to the Customer Service Page within the Online Banking or the "Contact Us" link on the Communication Federal Credit Union website to find the appropriate phone number.

Be sure to specify your account, service or product identification number, as applicable, the specific Communication for which you are requesting a paper copy, and the address to which it should be mailed. We may charge fees for paper copies of the Communications.

#### **(8) Updating Your Contact Information**

In the event that your e-mail address or other contact information is changed, you must notify us of such changes immediately through one of the following methods:

- Call the appropriate toll-free phone number and communicate the contact information changes.
- In person at a Communication Federal Credit Union branch location.

If you fail to update or change an incorrect or invalid e-mail address or other contact information, you understand and agree that any Communications shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form on our websites, e-mailed to the e-mail address we have for you in our records, or delivered through other electronic means.

#### **(9) Retain Copies for Your Records**

We recommend that you print or download a copy of this Electronic Communications Disclosure, the applicable service agreement and all other Communications to retain for your permanent records; if you have not already placed a copy of our Privacy Policy in your records, you should do so at this time.