

Escondido Federal Credit Union E-Documents Authorization and Agreement

In this agreement, the terms “You”, “Your” and “Yours” refer to all account owners. The terms “We,” “Us,” and “Our” means Escondido Federal Credit Union. As used in this disclosure, “communication” means any periodic statement, authorization, agreement, disclosure, notice, or other information related to your account, included but not limited to information that we are required by law to provide to you in writing.

This Escondido Federal Credit Union (EFCU) E-Document agreement applies to each account you have with EFCU where electronic documents are available. By enrolling in and accepting E-services contained herein, you agree to be bound by the terms and conditions of this E-Document Authorization and Agreement.

Scope of Communications to be Provided in Electronic Form

By submitting this EFCU E-Document Authorization and Agreement with respect to an account, you agree that we may provide you with any communications relating to that account 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:

Period Account Statements, Monthly billing statements for your account, Privacy policies and notices, Periodic disclosures, Account Notices, Regulatory Information, Marketing Information, Notices or disclosures about a change in terms of your account or associated payment feature.

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 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 will generally designate in advance for such purpose.

Requesting Paper Copies

We will not send you a paper copy of any communication 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 contacting the Credit Union by phone at 760.839.6225. You understand that if you request paper copies, they will be provided to you at a cost that is disclosed on the current Account Fees Schedule and provided to you under a separate cover. You understand that we reserve the right to deliver any and all important notices allowed by law electronically. You will be notified when any communications are available online. You further understand that we will notify you by e-mail about any changes in terms or fees to the above services and disclosures. You also understand that these updated disclosures will be made available to you electronically. Your electronic statements will contain the same information as the paper version you have been receiving, which includes: account balances, transaction activity, electronic funds transfer information, year-to-date interest and error notification procedures. If you wish to discontinue receiving the aforementioned electronically please do so in a written and signed request sent to us by:

Mail:
Escondido Federal Credit Union
Attn: E-Statements
2261 East Valley Parkway
Escondido, CA 92027-2713

Fax:
760.746.1189
Attn: E-Statements

Security Measures

We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronically delivered communications. Our security consists of 128-bit encryption of the data on the communications to protect it while in transit over the Internet. You understand that these industry standards are dynamic and constantly developing. By accepting the enrollment agreement for e-documents, you acknowledge and understand that there are risks to electronic delivery of account communications, including, but not limited to, delay or failure of delivery due to technical difficulties, weather conditions (including but not limited to sun spots), matters beyond our reasonable control or interception and/or alteration of such account statement(s) and notices by third parties in spite of Escondido Federal Credit Union's commercially reasonable security measures.

By accepting the enrollment agreement for E-Documents, you represent that you have considered our security measures and find that our security measures are commercially reasonable. In reaching this conclusion, you have considered the historical and potential future content of your account communications, the risks associated with electronic delivery of account communications, and our security procedures. If you conclude that our security procedures cease to be commercially reasonable in the future, you must terminate this agreement immediately in accordance with the steps below.

Hardware and Software Requirements

If you are able to gain access to FlexTeller Online Banking you should be able to access your E-Statements. However, Prior to enrolling for E-Statements, you should verify that you have the following required hardware and software:

- An external e-mail address
- For security purposes, you should use the most current version of your internet browser.
- The ability to view .pdf files (Adobe Reader)
- Access to a printer or storage medium such as a hard drive so you can save, download, and/or print statements and/or disclosures for your records
- We may revise hardware and software requirements and will notify you of these changes in advance to provide you an opportunity to change your method of receiving statements and/or disclosures (e.g change to paper format vs. electronic format) without the imposition of any fees.

E-mail Address

We will send account communications to you via e-mail to the last known e-mail address provided and verified by you. You agree to provide a valid e-mail address and it is your responsibility to update your e-mail address via Internet Banking if there are any changes to your e-mail address. For your protection and for security purposes, we will not accept any change of e-mail address notices via e-mail or telephone. If you have not notified us of any change to your e-mail address, you agree that your failure to provide us with your valid e-mail address is the lack of ordinary care on your part. We may treat your failure to provide a valid e-mail address as a withdrawal of your consent to receive electronic communication. If you have a "joint account" as defined in the Truth-In-Savings Disclosure and Agreement, your e-mail address may be changed using the procedure described above by any authorized party to your account. The Credit Union shall have no obligation or liability to any of the parties to a joint account if the e-mail address is changed using the procedures set forth above.

It is your responsibility to notify Escondido Federal Credit Union anytime you should have a change in your e-mail address, or if you wish to remove your account from electronic delivery. You may change your e-mail address at any time within FlexTeller Online Banking by clicking on CU Services and selecting E-Mail

Preferences, make the appropriate changes to your e-mail address and select the Submit button. Also by a written and signed request sent to us:

Mail:
Escondido Federal Credit Union
Attn: E-Statements
2261 East Valley Parkway
Escondido, CA 92027-2713

Fax:
760.746.1189
Attn: E-Statements

*If you have more than one Escondido Federal Credit Union account, you need to submit a request for each account. E-Document notifications can be sent to one e-mail address only. For example, the notification cannot go to both a work and home e-mail address.

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 Escondido Federal Credit Union E-Statements, this agreement, and any other communication that is important to you.

How to Withdraw Consent/Termination

This Agreement shall remain in full force and effect until it is terminated by either party upon thirty days prior notice to the other party. You may withdraw your consent to receive E-Documents and cancel E-Documents services at any time within FlexTeller Online Banking by clicking on CU Services, E-Mail Preferences and selecting "Send Statements Normal Via Mail" and click on the Submit button or by notifying us in writing. We also have the right to terminate this Agreement immediately, with or without cause, or if you fail to comply with the terms of this Agreement or any other agreement which you may have with us or any applicable rule or regulation which may govern your account(s), including but not limited to, the Truth-In-Savings Disclosure and Agreement. If we terminate this Agreement for any of these reasons, such termination shall be effective on the effective date specified in any written notice mailed to you, and not on the date when the notice is mailed or received. Upon termination of E-Documents delivery, all communications associated with your account will revert to paper delivery via U.S. postal service.

Liability; Indemnification

Notwithstanding any provision to the contrary contained in this agreement, we shall be responsible only for performing the E-Documents services as expressly provided for in this agreement. We shall be liable only for material losses that are the direct result of our own negligence or intentional misconduct in performing these E-Documents services. We will not be responsible for any loss, damage or injury whether caused by the equipment, software, nor shall we be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software and/or any online services, except where the law requires a different standard or as stated above. We do not make any warranties concerning the equipment, the software or any part thereof, including without limitations, any warranties for a particular purpose or warranties of merchantability. We also accept no responsibility for your e-mail address or for anyone accessing your e-mails. We shall have no liability for failure to perform any E-Documents services or for any disruption or delay in performing E-Documents services in the event such failure, disruption or delay is due to circumstances beyond our reasonable control, including, but not limited to, failure or disruption of electric power, computer equipment, telecommunications systems, your ISP, or weather conditions. Except to the extent that we are liable under this agreement, you agree to indemnify and hold us and our directors, officers, employees and agents harmless from all claims, demands, judgments, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with the performance of these E-Documents services. You agree that this indemnification shall survive the termination of this agreement.

Governing Law/Jurisdiction/Severability

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California and any applicable Federal laws and regulations. You irrevocably submit to the jurisdiction of any Federal or State court sitting in the State of California for any action that you bring and agree that, in any action brought under this Agreement, venue shall be placed in San Diego County. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

Request and Agreement for Electronic Delivery of Statements

This is a request to have the communications of your account(s) with Escondido Federal Credit Union delivered to you electronically in accordance with the above consent. On or shortly following the first day of each month, you will receive an e-mail message that your statement is available, The e-mail message will be sent to the e-mail address you provide and will include a link that takes you directly to the EFCU website Online Banking page. Login to FlexTeller Online Banking, select CU Services and click on Statements. Please be aware that we may not be able to set up your account for the first statement cycle following your request.

Access to E-Statements

You acknowledge that anyone with online access, to your account, may access E-Documents. Your E-Statements will be available for viewing for an unlimited amount of time, providing you with the option to save and/or print your statement at your convenience. You understand that it is your responsibility to examine each E-Statement and E-Notice and report any irregularities or disputes to us within 60 days of email notification of statement availability. Should you fail to notify us within 60 days, we may have no liability for any irregularities.

Alterations and Amendments

The terms of this Agreement, applicable fees and service charges may be altered or amended by us from time to time. In such event, we shall send notice to you at your address as it appears on our records. Any continuation of the service after we send you a notice of change will constitute your agreement to such change(s).

Acceptance Disclosure

By agreeing to the terms and conditions of this consent, you represent that you are authorized to enter into this agreement. By signing the attached E-Statement Enrollment Form you acknowledge that you understand the terms of the disclosure.

PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT

