First Harvest
CREDIT UNION

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# E-SIGN DISCLOSURE & CONSENT

Please read the following information carefully. By proceeding forward and by clicking "Start Now", you are agreeing that you have reviewed the following disclosure and consent to conduct business using electronic communications, to receive any document or communication electronically, and to utilize your electronic signature in lieu of signing paper documents. You also agree that you meet all of the requirements stated in this Agreement and that you can access, view, and retain electronic records. As used in this disclosure, "document(s) or communication(s) means any agreement, authorization, disclosure, notice, or other document related to your enrollment in FHCU Online Banking and FHCU Mobile Banking and your request for services on the credit union's website, including but not limited to any document or communication we are required by law to provide you in writing.

## E-SIGN ACT

Federal regulations require that we provide you with certain documents or communications: (1) at the time you contract for services and/or before you use those services for the first time and (2) when you authorize transfers from your deposit account to you or someone else's loan account; and, that the document or communication be in writing in a form that you may keep. The Electronic Signatures in Global and National Commerce Act (E-Sign Act) allows First Harvest Credit Union to provide you with documents or communications in electronic form rather than in written form and allows you to use your electronic signature in lieu of signing a paper document if you consent after we have provided you with the following information.

## ELECTRONIC RECORDS

This Agreement covers your and our rights and responsibilities concerning any services offered to you by First Harvest Federal Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" means those who request. The words "we," "us," and "our" mean the Credit Union.

You understand and agree to be bound by the terms and conditions of this Consent, and authorize the Credit Union to provide to you in electronic format, by electronic email or website posting, or through logged in website interaction, the following communication (collectively referred to herein as "Communications") regarding your accounts:

- First Harvest Fee Schedule
- Membership & Account Agreement
- Membership Agreement Addendum
- Truth in Savings and/or Truth in Savings for Certificates
- Funds Availability Disclosure
- Electronic Fund Transfer Agreement
- Privacy Notice
- Rates Sheets
- Any Communications provided by the Credit Union relevant to your new account application
- Any change in terms or special notices that are applicable to the Communications identified above. This includes special notices that federal laws and regulations might require the Credit Union provide to you, from time to time; and
- Any notice regarding hardware or software changes that may impact your ability to access Communications, including any notice revoking or limiting access to our website or access a

Communication or certain information previously provided to you

When you click or check a box or button stating, "I have read and accept the terms and conditions," or similar expressions of assent, each of you jointly and severally agrees to the terms and conditions in this Agreement and any amendments thereto. Acceptance of this Agreement is your consent and acceptance to all the above Communications.

## ELECTRONIC SIGNATURE

You understand and agree that your use of a key pad, mouse, keystroke, button, icon, swipe on a smart device or a similar act or action while using any electronic service we offer; 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 validate 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 resulting contract between you and the Credit Union.

Note: Consenting to receive Communications electronically under this E-Sign Disclosure and Consent does not automatically enroll you in FHCU Online and FHCU Mobile Banking or any services on our website and does not authorize electronic delivery of periodic statements.

## CONSENT TO ELECTRONIC DISCLOSURE

To the extent allowed by law, you agree that any communication from us to you relating to the Services, including but not limited to, disclosures, notices, statements, agreements, confirmations, change in terms notices, or other information required to be delivered in writing under applicable law, may be delivered to you by electronic delivery, and that such electronic delivery shall be in lieu of written communication.

## PAPER COPIES

You have the right to request paper copies of any of the Communications the Credit Union provides when you open your online account. You may request paper copies by sending written requests to First Harvest Credit Union, P.O. Box 5530, Deptford, NJ 08096 or by calling us at 1-856-232-9000. If you request a paper copy, Credit Union will provide the initial copy to you free of any Credit Union fees or charges. The Credit Union will mail paper copies of a Communication to you (at the address shown on the Credit Union's records) within ten (10) business days after the date the Credit Union receives your request. Although we do not currently impose a fee or other charge for the initial paper copy of your Communications, we reserve the right to impose a fee or change in the future and to change such fee at any time.

If you do not wish to have any Communications provided to you electronically, you may decline by not checking the disclosures. If you do not consent to electronic delivery of Agreements and Disclosures, you will not be able to open your account online. We do not charge fees if you do not wish to receive any Communications electronically.

You should retain a paper or electronic copy of this Agreement and any other Agreements or Disclosures related to the Services you have with us for your records.

## WITHDRAWAL OF CONSENT

You may withdraw your consent to receiving any of the records described in this Agreement or other Agreements or Disclosures electronically at any time. Withdrawal of consent will immediately terminate the delivery of future Agreements to you in electronic form. Any withdrawal of your consent to receive notices, disclosures, or other records will be effective only after we have a reasonable period to process your request. To withdraw consent, you may contact us at the address, telephone number or email address noted above. We may charge a fee to process the withdrawal of your consent to receive electronic records.

## HARDWARE AND SOFTWARE REQUIREMENTS

For you to access, view print or retain electronic records you should have the following: a valid email address, a current version of a web browser, an internet connection, a current version of a program that reads and displays PDF documents, a printer should you want to print disclosures and maintain your records on paper, the capacity to store information and an internet access device such as a smartphone, tablet, computer, desktop or laptop with an operating system capable of supporting the items described here. By "current version" of a browser, we mean a version of the software that is supported. We may stop supporting a version of software for security or stability purposes.

## EMAIL ADDRESS

In order to ensure that the Credit Union is able to provide you with Communications, important notices and other information from time to time, you must provide the Credit Union with your current email address and update the Credit Union with any changes.

You agree to establish and maintain an accurate email or mobile device address with us. It is critical to maintain an up-to-date and accurate email address in order to receive electronic records from us. You agree that you will not hold the Credit Union liable for sending disclosures, agreements, communications or other electronic records to such an address. Any fees assessed by your mobile device carrier are your responsibility.

## AMENDMENT

We reserve the right, in our sole discretion, to discontinue providing records in electronic form. We also reserve the right to change the terms and conditions of this disclosure and Consent. If required by law, we will provide you with notice of any termination or change and request a new consent.

If you download or print any confidential materials, such as your application for membership, be sure that you store them in a secure environment.