

ESIGN Act Consent and Disclosure

This ESIGN Act Consent and Disclosure provides important information required by the Electronic Signatures in Global and National Commerce Act (ESIGN Act) and applies to your consent to and the electronic delivery of all communications and required agreements and disclosures relating to your account and related products and services with Caltech Employees Federal Credit Union (CEFCU).

By proceeding to use eBranch, our online Access Service, and signing this document by clicking "I Agree" below this document, 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. As used in this disclosure, 'document(s) or communication(s)' means any member disclosures and agreements (including amendments thereto), monthly (or other periodic) billing or account statements, tax statements, notices, responses to claims, transaction history, privacy policies and all other information related to the Account(s), including but not limited to information that we are required by law to provide to you in writing. **WE ARE REQUIRED TO OBTAIN YOUR CONSENT BEFORE DELIVERING COMMUNICATIONS ELECTRONICALLY. YOU UNDERSTAND THAT YOUR CONSENT ALSO PERMITS US TO ELECTRONICALLY DELIVER TO YOU, INITIALLY AND ON AN ONGOING BASIS, ALL FUTURE COMMUNICATIONS RELATED TO EBRANCH. YOUR CONSENT WILL ALSO APPLY TO ANY OTHER PERSON NAMED ON YOUR ACCOUNT(S) AS A JOINT OWNER. PLEASE READ THIS ESIGN ACT CONSENT AND DISCLOSURE CAREFULLY BEFORE GIVING CONSENT.**

The document(s) or communication(s) that may be provided to you electronically, if you consent, include for example:

- This E-Sign Act Consent and Disclosure and any amendments hereto;
- Disclosures, agreements, notices and other information related to the opening of an account or loan, or initiation of a 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;
- Information related to the opening or closing of an account, or initiation of a transaction, product or service, including, but not limited to, agreements, applications, account cards, account authorizations, beneficial owner designations, address change requests, outgoing wire transfer requests, withdrawal requests, credit card disputes, stop payment requests, account closure requests, and other additional service requests;
- All other communications related to any Credit Union transaction, product or service, unless excluded by the terms of this E-Sign Act Consent and Disclosure;
- Communications and notices regarding your membership, including notices of member meetings, proxies, or ballots;
- All of the periodic account and activity statements, disclosures and notices we provide to you concerning your Credit Union Accounts;
- Service or end-user agreements for access to the Credit Union's eBranch services;
- Any notice or disclosure regarding fees we may assess, including late fees, overdraft fees, and returned item fees;
- Notices of amendments or change in terms to your Accounts and any of your agreements with us;
- Arbitration agreements;
- Our privacy policy and other privacy statements or notices; and
- Other disclosures, notices, or communications that we are legally required to provide to you, or choose to provide to you in our discretion.

This ESIGN Act Consent and Disclosure and the agreements and disclosures provided to you can be printed and/or downloaded by you. They are also available in paper/hardcopy upon request. Such request(s) can be made by calling us at (800) 592-3328 or by writing to Caltech Employees FCU P.O. Box 11001 La Cañada Flintridge, CA 91012-6001.

Applicability of Consent

By consenting to this E-SIGN Act Consent and Disclosure, you are agreeing to receive documents and conduct business electronically as it pertains to your membership and accounts. You may withdraw your consent as described below.

Equipment Requirements

You must have access to a computer, mobile device, tablet with browser software and access to the internet (at your cost). You are responsible for the installation, maintenance and operation of your computer, mobile device, tablet. CEFCU will not be responsible for any errors or failures involving any telephone service, Internet service, software installation or malfunctions of your computer and related equipment.

Your computer, mobile device, tablet needs to support the following requirements:

- Access to the Internet
- A web browser with 128-bit encryption

CEFCU does not recommend using a specific operation system and/or a browser.

Additional Requirements

Please ensure your browser:

- is Cookie-enabled;
- is JavaScript-enabled;
- supports secured sites;
- has its Privacy settings at Medium;
- has at least a 128-bit encryption

By proceeding to use eBranch, you confirm that you have access to the necessary equipment requirements.

Email Address

A valid and current email address is required for us to send you communication regarding your account(s) and related products and services you have requested. You must promptly notify us of any change in your email address and other contact information by submitting the change through eBranch or by submitting the change in writing and sending to Caltech Employees FCU at P.O. Box 11001 La Cañada Flintridge, CA 91012, Attention: eServices. You may also submit the written request in person at one of our branch locations. We are not liable for any third-party incurred fees, other legal liability, or any other issues or liabilities arising from statements or notifications sent to an invalid or inactive email address that you have provided.

Withdrawing Consent

You may withdraw your consent to receive documents and conduct business electronically at any time. To do so, you may notify us in writing and sending to Caltech Employees FCU at P.O. Box 11001 La Cañada Flintridge, CA 91012, Attention: eServices. You must be sure to include the details of your request, including whether you wish to withdraw your consent to receive communications in electronic form in relation to all required communications or specific communications. We will not impose any fee to process the withdrawal of your consent to receive electronic communications, however your access to and use of eBranch services, may be terminated. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic communications. Any withdrawal of your consent to receive electronic communications will be effective only after we have had a reasonable period of time to process your request. Your consent will remain in force until withdrawn in the manner provided in this section.

Changes to Equipment Requirements

If our hardware or software requirements change, and that change would, in our opinion, create a material risk that you would not be able to access communications or our eBranch services, we will give you notice of the revised hardware or software requirements. Your continued use of our eBranch services after we send you notice of the change is reaffirmation of your consent. We reserve the right to discontinue support of any Internet browser or other software at any time and without advance notice if, in our opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with our communications and/or eBranch services.

Your Right to Receive Paper Communications

We will not send you a paper copy of any communication we send to you in electronic form, unless you request it or we otherwise deem it appropriate to do so. You may obtain a paper copy of an electronic communication by printing it yourself or by writing to Caltech Employees Federal Credit Union PO Box 11001 La Cañada Flintridge, CA 91012, calling (800) 592-3328, or emailing support@cefcu.org, and identifying the specific record requested, provided that such request is made within a reasonable time after we first provided the electronic communication to you. A fee to request paper copies of communications may be imposed as set forth in our Fee Schedule. 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.

Communications in Writing

All communications in either electronic or paper form from us to you will be considered "in writing." You should print or download for your records a copy of this ESIGN Act Consent and Disclosure and any other communication that is important to you.

Federal Law

You acknowledge and agree that your consent to receive electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal ESIGN Act, and that you and we both intend that the ESIGN Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Termination or 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. We will provide you with notice of any such termination or change as required by law.

Agreement

By clicking on the "I CONSENT" statement below, you affirmatively consent to receive, and acknowledge that you can receive, access and retain electronically, communications. You acknowledge that you have read and agree to the terms in this ESIGN Act Disclosure and that your computer system meets the minimum system requirements described herein. You understand and agree that the Credit Union will not be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from your use of the products or services provided pursuant to this ESIGN Act Consent and Disclosure.