

**Electronic Signatures and National Commerce Act (E-SIGN) Disclosure
Electronic Delivery Disclosure and Consent**

This notice is to provide you with your rights under the Electronic Signatures and National Commerce Act (ESIGN).

By selecting to receive your periodic statements electronically you must consent to conduct business electronically, which includes receiving all pertinent disclosures in electronic format. You will not be asked for your consent again. By signing up, you elect and authorize us to begin electronically delivering your account, IRA, marketing material and notices we are required to provide under applicable Federal and State statutes. You must have an active, valid e-mail account to use this service. If at any time your e-mail address changes, you must notify the Credit Union immediately. You agree that failure to provide the Credit Union with an accurate and current e-mail address is not the fault of the Credit Union. When you use a product or service to which this disclosure applies, you agree that we may provide you with any communications 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 includes, but is not limited to:

- ❖ All legal and regulatory disclosures and communications associated with the product or service for your Account;
- ❖ Any notice or disclosure regarding an account, product or service fee, such as 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;
- ❖ 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;
- ❖ Certain tax statements or notices that we are legally required to provide to you, such as the annual IRS interest statements;
- ❖ Our Privacy Policy and other privacy statements or notices.

e-Statements are securely available online for up to 84 months. Check images can also be easily accessed online. Both e-Statements and check images may be downloaded or printed for permanent retention.

You may download or print e-Statements or check copies from your computer if you have the hardware and software as specified by the credit union and modified from time-to-time to insure the highest level of security. You can also save copies to your hard drive or other media for viewing and printing at a later time.

If you need a paper copy, please contact us at:

**Community First Credit Union
Electronic Services Dept.
P.O. Box 6004
Santa Rosa, CA 95406**

or via email at info@comfirstcu.org

or via fax at **707-543-2603**

We reserve the right, in our sole discretion, to discontinue the provision of your electronic communications on which we provide electronic communications. We may revise hardware and software requirements. If there is a material chance that the changes may impact your ability to access e-Statements, we will notify you of these changes in advance and provide you an opportunity to change your method of receiving disclosures (e.g. change to paper format vs. an electronic format).

In order to provide e-Statements, you must maintain current member email addresses at all times. **It is your sole responsibility to provide us with your correct contact information, including your email address.**

You should notify us of any changes to your personal contact information.

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 our 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.

Liability; Indemnification — Notwithstanding any provision to the contrary contained in this document, we shall be responsible only for performing the e-documents services as expressly provided for in this document. We shall be liable only for material losses that are the direct result of our own gross 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 email address or for anyone accessing your emails. 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 document, 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 document.

Your 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 Document, venue shall be placed in Sonoma County. A determination that any part of this document is invalid or unenforceable will not affect the remainder of this document.

The terms, 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).

revised: June 2016