

teachersfcu.org 102 Motor Parkway | Hauppauge, NY 11788

# E-SIGN DISCLOSURE AND CONSENT

### **GENERAL**

Before you use any of our Electronic Services (as defined below) and receive your account statements electronically ("eStatements"), you must read and indicate your acceptance of the terms outlined in this E-Sign Disclosure and Consent (this "Consent"). In this consent, "Teachers", "we", "us", and "our" are used to refer to Teachers Federal Credit Union. "Electronic Service" means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging), and/or software applications (including applications for mobile or hand-held devices), either now or in the future.

### **ENROLLMENT**

To enroll for and use Electronic Services and receive eStatements, you must consent to: (1) using an electronic signature that evidences your identity; (2) Teachers obtaining personally identifiable information from you and sharing it with its third-party service providers to authenticate your identity and provide verification and validation services in connection with your enrollment for and use of Electronic Services and as allowed by law; (3) electronically confirming that you meet our minimum system requirements; and (4) receiving all required disclosures, notices and statements, including any changes in terms, in electronic form.

# **COVERAGE**

Your consent to receive agreements, disclosures and communications in electronic form ("Electronic Communications") includes:

- Our Membership Account Agreement and Disclosures, and other applicable service or user agreements or terms and conditions for Electronic Services;
- Applications, records and communications related to any Teachers' product, including account and loan products;
- All legal and/or regulatory disclosures and communications associated with Electronic Services and any amendments, modifications or supplements to this Consent;
- Any initial, periodic, or other disclosure notices provided in connection with Electronic Services, including any amendments, modifications or supplements to it, including those required by federal or state law;
- Our Notice of Your Financial Privacy Rights;
- Your records of funds transfers and other transactions through Electronic Services, including without limitation confirmations of individual transactions; and
- Any other communications related to Electronic Services.

All such communications in either electronic or paper format will be considered to be "in writing". You should print a paper copy of all Electronic Communications delivered and retain copies for your records. We may also use electronic signatures and obtain them from you as part of our transactions with you.

# **ELECTRONIC STATEMENTS**

By consenting to these terms, you understand that we will cease providing you with monthly, printed account statements mailed to your mailing address of record, and that all future account statements will be maintained on a website that you may access to obtain, review, print and otherwise copy/download your periodic statements. Each month we will send a notice to you advising you of the availability of your eStatement. You may then access your statement via a link to our website using the procedures we authorize. You agree to notify us immediately, via telephone, facsimile, or email of any change in your email address.

Your eStatement will be dated the day of the email notifying you of the availability of your eStatement. You must promptly access/review your eStatement and any accompanying items and notify us immediately of any error, unauthorized signature, lack of signature, alteration or other irregularity. If you allow someone else to access/review your eStatement, you are still fully responsible to access/review the statement for any errors, unauthorized signatures, lack of signatures, alterations, or other irregularities.

# TERMS AND CONDITIONS

- 1. Disclosures provided in electronic form will not be distributed in paper form. After consenting, if you wish to obtain a paper copy of the Electronic Communications or eStatements, you can do so free of charge by calling us or writing us at the number or address listed below.
- 2. You have the right to withdraw your consent at any time, at no cost to you, by calling or writing us at the number or address listed below.

- 3. By consenting to receive Electronic Communications and eStatements hereunder, you agree to provide us with the information (such as current email address) necessary to communicate with you electronically. You are required to update us with any changes in such information by calling or writing us at the number or address below.
- 4. The following lists the hardware and software requirements necessary for access to and retention of the information being provided to you in electronic form. By consenting to receive the Electronic Communications and eStatements, you will also be verifying you meet the necessary hardware and software requirements to view the Electronic Communications and eStatements:
  - A personal computer or other device capable of accessing the Internet
  - A web browser that supports 128-bit SSL encrypted communications (the latest versions of Internet Explorer, Firefox, Chrome or Safari)
  - Software that permits you to receive and access Portable Document Format (PDF) files, such as Adobe Acrobat Reader (available for downloading at <a href="http://get.adobe.com/reader/">http://get.adobe.com/reader/</a>)

To retain a copy of the Electronic Communications or eStatements, your computer or Wireless Device must have the ability to download and store PDF files. We also recommend that you have a printer capable of printing, for your records, paper copies of the Electronic Communications or eStatements. In order to access and use Electronic Services you must have a supported device enabled to receive and transmit data, which includes typing functionality, if required. We will notify you if there are changes in the hardware or software requirements.

5. We reserve the right, in our sole discretion, to discontinue the electronic delivery of your Electronic Communications or eStatements or to terminate or change the terms and conditions on which we provide Electronic Communications or eStatements. We will provide you with notice of any such termination or change as required by law.

# **CONTACT INFORMATION**

1-800-341-4333 Teachers Federal Credit Union PO Box 9005 Smithtown, NY 11787

### CONSENT

BY CLICKING THE AGREE BUTTON, YOU AGREE THAT (1) YOUR SYSTEM MEETS THE MINIMUM REQUIREMENTS SET FORTH ABOVE AND THAT YOU HAVE THE ABILITY TO ACCESS OUR WEBSITE, READ AND PRINT ANY ELECTRONIC COMMUNICATIONS OR ESTATEMENTS THAT WE PROVIDE OR MAKE AVAILABLE TO YOU; (2) YOU ARE AFFIRMATIVELY AGREEING TO THIS CONSENT; (3) YOU CONSENT TO RECEIVING ELECTRONIC COMMUNICATIONS AND ESTATEMENTS FROM US; (4) YOUR CONSENT SHALL ALSO CONSTITUTE CONSENT BY ANY AUTHORIZED SIGNERS ON THE ACCOUNTS YOU IDENTIFY IN THE ELECTRONIC SERVICES ENROLLMENT PROCESS; AND (5) YOUR CONSENT REASONABLY DEMONSTRATES THAT YOU CAN ACCESS INFORMATION IN AN ELECTRONIC FORM.