

Members United CU

E-Sign Act Disclosure

The Electronic Signatures in Global and National Commerce Act (ESIGN, Pub.L. 106-229, 14 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch.96) is a United States federal law passed by the U.S. Congress to facilitate the use of electronic records and signatures in interstate and foreign commerce by ensuring the validity and legal effect of contracts entered into electronically. Although every state has at least one law pertaining to electronic signatures, it is the federal law that lays out the guidelines for interstate commerce. The general intent of the ESIGN Act is spelled out in the very first section (101.a), that a contract or signature "may not be denied legal effect, validity, or enforceability solely because it is in electronic form". This simple statement provides that electronic signatures and records are just as good as their paper equivalents, and therefore subject to the same legal scrutiny of authenticity that applies to paper documents. Section 101 of the ESIGN Act, sub-section (b), preserves the rights of individuals to NOT USE electronic signatures. Here the law provides that individuals reserve the right to use a paper signature. Sub-section (c) is in direct support of (b) by requiring a "Consumer Disclosure" that the signatory has consented to use an electronic format. By accepting an account at MUCU that requires e-Statements, e-notices, mobile alerts and notices, or by submitting an online application for services, you agree that an electronic facsimile of your signature or electronic agreement carries the full legal weight of a written signature. Section 101(c)(1)(C) states that the consumers also *"consent electronically, in a manner that reasonably demonstrates that the consumer can access information in the electronic form that will be used to provide the information that is the subject of the consent."*

RETENTION OF RECORDS

Section 101(d) provides that if a law requires that a business retain a record of a transaction, the business satisfies the requirement by retaining an electronic record, as long as the record "accurately reflects" the substance of the contract and is "accessible" to people who are entitled to access it "in a form that is capable of being accurately reproduced for later reference, whether by transmission, printing or otherwise."

E-SIGN DISCLOSURE AND CONSENT

This E-Sign Disclosure and Consent applies to all communications between the member and MUCU that are not otherwise governed by the terms and conditions of an electronic disclosure and consent.

The words " we," " us," and "our" refer to Members United Credit Union, with whom you have your account, and the words "you" and "your" mean you, the individual member(s) or entity identified on the Account(s). "Communication" means any member agreements or amendments thereto, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product or service, including but not limited to information that we are required by law to provide to you in writing.

1. Scope of Communications to Be Provided in Electronic Form. 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 and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the product or service available through www.membersunitedcreditunion.org for your Account

- Notices or disclosures about a change in the terms of your Account or associated payment feature and responses to claims
- Privacy policies and notices

2. 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, (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.

3. How to Withdraw Consent. You may withdraw your consent to receive Communications in electronic form by contacting us at mucu@membersunitedcreditunion.org . 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. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

4. How to Update Your Records. It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Disclosure and your Account(s), and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through mucu@membersunitedcreditunion.org or by contacting us at 1115 N Westover Blvd Albany, GA 31707.

5. Hardware and Software Requirements. In order to access, view, and retain electronic Communications that we make available to you, you must have:

- an Internet browser that supports 128 bit encryption;
- sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
- an e-mail account with an Internet service provider and e-mail software in order to participate in our electronic communications programs;
- a personal computer (for PC's: Pentium 120 MHz or higher; for Macintosh, Power Mac 9500, Power PC 604 processor 120-MHz Base or higher), operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing communications received from us in electronic form via a plain text-formatted e-mail or by access to our web site using one of the browsers specified above.

6. 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 requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic communication to you. To request a paper copy, contact us by logging in to www.membersunitedcreditunion.org and request a paper copy via email, or send a postal letter, or visit one of our branches in person. We may charge you a reasonable service charge for the delivery of paper copies of any communication provided to you electronically pursuant to this authorization. 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.

7. 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 this disclosure and any other communication that is important to you.

8. **Federal Law.** You acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.
9. **Termination/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.
10. **Consent.** By agreeing to the terms of an account requiring electronic signature, e-statements, or e-notifications, or by checking "I have read, understand, and agree to the E-Sign Act." you hereby give your affirmative consent to provide electronic communications to you as described herein. You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current e-mail address at which we may send electronic Communications to you.