

## Electronic Communication and Electronic Signature Agreement

The Electronic Signatures in Global and National Commerce Act (E-SIGN) requires your approval before we can provide services to you electronically. Please read this Electronic Records Disclosure and Agreement carefully and save or print a copy for your records.

**Terms:** The terms of this Agreement are in addition to the terms of any deposit or loan account agreements you have with us, including but not limited to the: a) Membership and Account Agreement; b) Membership Truth-in-Savings Disclosures and Fee Schedules, Funds Availability Policy, Electronic Fund Transfers Agreement and Disclosures, Privacy Notice, and Share Insurance Disclosures; or c) Loan Agreements and Disclosures (collectively referred to as “Account Disclosures”). This Disclosure and Agreement (“Agreement”) is the contract which covers your and our rights and responsibilities concerning the service offered to you by IBM Southeast Employees’ Credit Union (IBMSECU). The service permits you to electronically open a Membership account online, initiate account transactions online, communicate with, and electronically receive disclosures, documents, and records regarding your account(s) with IBMSECU. As a condition of Membership, you must complete payment of one Membership account via Automated Clearing House (ACH), credit card or debit card to meet the IBMSECU bylaw requirements. If the balance in the account falls below what is required for Membership, you may be terminated from Membership immediately, and forfeit any and all Membership rights and privileges. In this Agreement, the words “you,” “your,” and “yours” mean those who request and use the service, including any joint owners or any person authorized to use your services. The words “we,” “us,” and “our” mean IBMSECU. The words “document”, or “documents” refer to the following collectively: Account Disclosures and agreements, including change of terms notices; loan bills and statements; deposit statements; certificate maturity notices; non-sufficient funds (NSF)/overdraft notices; excessive transaction notices; address notices; delinquency notices; rate change notices; notices of annual and special meetings; tax reporting information; or any other agreement, disclosure, notice, or document IBMSECU would otherwise send via paper now or in the future. By using the service, each of you, jointly and severally, agree to the terms and conditions of this Agreement, and any amendments.

**Electronic Signature (eSignature):** You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any document, agreement, acknowledgement, consent, term, disclosure, or condition 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 IBMSECU. You understand and agree that your eSignature executed in conjunction with the electronic submission of your application will be legally binding and such transaction will be considered authorized by you.

**Your Consent is Required:** By enrolling, you are agreeing to receive documents described above under “Terms” electronically. You also agree to receive an email with a link to enroll for electronic statements (eStatements) through the IBMSECU Online Banking eMessenger system for any account(s) you have with us where you are the primary owner. To enroll in eStatements, use the link provided in the email. If you do not wish to receive eStatements, disregard the emails and paper statements will be sent to you; paper statement fees will apply.

**System Requirements:** To receive the applicable disclosures and statements electronically you will need: an active email account; a personal computer or other device and a telecommunication connection which is capable of accessing the internet; an active Internet Service Provider (ISP) and any software required to send and receive emails; an internet web browser with capabilities to support a minimum 256-bit encryption; pop-up blockers disabled, or disabled for our sites for the document and inactivity warnings that occur via pop-ups; a printer or other device capable of printing and/or retaining agreements and documents; software which permits you to receive and access Portable Document Format (PDF) files; and sufficient electronic storage capacity on your computer’s hard drive or other data storage unit to retain documents for your records.

**Requesting Paper Copies of Disclosures:** If, after consenting to receive documents electronically you would like paper copies of the documents, you can print them from our website at [ibmsecu.org](http://ibmsecu.org), or contact us to request copies. Refer to a current fee schedule for the cost of copies of statements or other documents.

**Withdrawing Consent for Electronic Documents:** Contact us if you would like to withdraw your consent to receive future documents electronically. If you withdraw your consent to receive documents electronically, the electronic service you are using will become unavailable to you; and your consent will not affect the validity or enforceability of prior electronic documents you received.

**Updating Your Personal Information:** You are responsible for keeping your email address updated. You should keep us informed of any changes in your telephone number, mailing and residential address or email address, by contacting us or updating your records through the Online Banking system at [ibmsecu.org](http://ibmsecu.org).

**Contact Information:** If you need to contact us, use one of the following methods. You can contact us by telephone at 800.873.5100 or 561.982.4700 to speak to a Member Service Advisor; by email at [serviceplus@ibmsecu.org](mailto:serviceplus@ibmsecu.org); by fax to 561.226.5415, or by mail to IBMSECU, P. O. Box 5090, Boca Raton, FL 33431-0890.