



## ELECTRONIC SIGNATURE DISCLOSURE AND ELECTRONIC STATEMENTS CONSENT AGREEMENT

The Electronic Signatures in Global and National Commerce Act (ESIGN Act) 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.

### **General**

This Disclosure and Agreement (“Agreement”) is the contract which covers your and our rights and responsibilities concerning the service offered to you by Island Federal Credit Union. Before you use any of our Electronic Services (as defined below) and receive both your account disclosures and statements electronically (“eStatements”), you must read and indicate your acceptance of the terms outlined in this eSign Disclosure and Consent (this “Consent”). In this consent, “Island”, “we”, “us”, and “our” are used to refer to Island 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. 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. 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 keypad, 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 agreement, acknowledgement, consent, terms, disclosures, or conditions constitutes your signature, acceptance, and agreement as if actually signed by you in writing. Further, you agree that no certification 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 Island Federal Credit Union. You understand and agree that your eSignature executed in conjunction with the electronic submission of your application shall be legally binding and such transaction shall be considered authorized by you.

**Electronic Statements (eStatements):** By consenting to these terms, you understand that you will no longer receive 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, 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.

**Enrollment:** In order to enroll and use Electronic Services which include receiving eStatements, you must consent to:

- (1) using an electronic signature that evidences your identity;
- (2) Island Federal Credit Union 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 Island Federal Credit Unions’ 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 such as Adverse Action and Certificate Maturity Notices.

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.

### **Terms & 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. 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.
5. While the credit union does not charge for the delivery of electronic communication, please be advised that text or data charges or rates may be imposed by your carrier.
6. We reserve the right to provide any disclosures or notices in writing, rather than electronically. Except as otherwise provided by law or in other agreements, you can give us all notices regarding your deposit/share accounts or your periodic statements, by email using our then current email address, regardless of anything in this agreement to the contrary; however, we reserve the right to have any notices confirmed in writing upon our request. You understand that the Internet is considered inherently insecure and thus we shall not be liable to you for any loss, claim or damage arising or in any way related to our response(s) to any email or other electronic communication, which we in good faith believe were submitted to us by you.

### **Systems Requirements**

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, Disclosures 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 <http://get.adobe.com/reader/>)

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.

### **Consent**

BY SELECTING 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.

### **Requesting Paper Copies of Disclosures/eStatements:**

If, after consenting you want to receive a paper copy of the disclosure in addition to the electronic disclosure you can obtain one free of charge by calling, emailing us, or writing us at the number or address listed below:

If, after consenting you request a copy of your statement on paper, applicable fees may apply as indicated in our Fee Schedule. You can request a copy by calling, emailing us, or writing us at the number or address listed below:

Island Federal Credit Union  
120 Motor Parkway  
Hauppauge, NY 11788  
631-851-1100  
Attn: Member Service Department  
[MSR@islandfcu.com](mailto:MSR@islandfcu.com)

### **Updating Your Personal Information**

You are responsible for providing us with the current contact information needed to communicate with you both electronically and physically. You should keep us informed of any changes in any of your telephone numbers, mailing address, or e-mail address. You may write to Island Federal Credit Union at: 120 Motor Parkway, Hauppauge, NY 11788 or email us at [MSR@islandfcu.com](mailto:MSR@islandfcu.com); regarding any such changes.

### **How to Withdraw Consent**

You may withdraw your consent, at any time by:

writing to us at:           Island Federal Credit Union  
                                  120 Motor Parkway  
                                  Hauppauge, NY 11788

emailing us at: [MSR@islandfcu.com](mailto:MSR@islandfcu.com) or by stopping by any of our branches.