

## **ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT (ESIGN) DISCLOSURE and CONSENT**

From time to time, PrimeTrust Financial Federal Credit Union may be required by law to provide to you certain written records, documents, notices or disclosures. Described below are the terms and conditions for providing to you such records, documents, notices, and disclosures as an Electronic Record and accepting your Electronic Signature.

Please read the information below carefully and thoroughly and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I Agree" button at the bottom of this document.

**Please read this document and print a copy for your reference.**

### **Definitions**

As used in this Disclosure and Consent, the following terms have the following respective meanings:

- "We," "us," and "our" mean and refer to, as the context may require, PrimeTrust Financial Federal Credit Union or any affiliate of PTF FCU that provides an online or electronic service to you.
- "You" and "your" mean and refer to the person accepting this Disclosure and Consent and to each and every person who now or hereafter is an account holder, subscriber, user, signer, or owner with respect to or has any interest in and authority to use any online service.
- Electronic Signatures in Global and National Commerce Act (ESIGN)
- "Electronic Record" and "record" mean a contract, document, notice, disclosure, or other record created, generated, sent, communicated, received, or stored by electronic means.
- "Electronic Signature" and "signature" mean an electronic sound, symbol, or process, attached to or logically associated with a contract or other record and executed or adopted by a person signifying the intent to be bound by the record, to do business with us, to enter into contracts with us electronically, and to engage in electronic transactions with us.
- "Online service" means any electronic product or electronic service we offer that you apply for, obtain, use, administer, or access using the Internet, a website, email, message service, text message, or software applications, whether by or through a personal computer, mobile device, or hand-held computing device; either now or in the future.
- "Communication" means any communication, notice, disclosures (including disclosures that are required by certain federal and state laws and regulations), terms, conditions, agreements, records, statements, or other information that we provide to you, or that we ask you to provide to us, in connection with any Online service you obtain or use.

### **Delivery of Electronic Records**

Unless you tell us otherwise, in accordance with the procedures described herein, we will provide electronically to you by transmitting them to the email, mobile telephone number, or other electronic address you have provided to us, all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. If we permit or require you to provide an Electronic Record to us, you agree to follow our instructions for the delivery of such Electronic Record.

### **Updating your email or other Electronic Address**

You must promptly notify us of any change in the email address, mobile telephone number, or other electronic address that you have provided to us for the receipt of Electronic Records. You may advise us of such changes by calling us at (765) 289-2148, by following any instructions for changing your contact information at our applicable Online Services website, or by visiting one of our offices. We may require you to put your request in writing. Except when required by applicable law, you agree that we have no obligation to re-send, re-transmit, or otherwise deliver to you any Communication or Electronic Record that has been returned “undeliverable” or otherwise rejected for delivery.

### **Requesting paper copies of Electronic Records**

You may obtain a paper copy of an Electronic Record by printing it, saving it, or sending it to a place you can print it yourself when we provide it or make it available to you or by asking us to mail you a paper copy. If you ask us to mail a paper copy to you, you must make your request within a reasonable time after we first provided the Electronic Record to you. If you do not make your request within a reasonable time, we may not be able to furnish a paper copy to you. You may request a paper copy by calling us at (765)289-2148. Unless prohibited by applicable law, we may charge you a fee for providing you with the paper copy in accordance with our “Schedule of Fees and Charges.” You may obtain information about our current fees for paper copies by calling us at (765)289-2148 or vising our website primetrustcu.com.

### **Withdrawing your Consent to receive Electronic Records and use Electronic Signature**

If you no longer wish to receive any Electronic Records, you may withdraw your consent by calling us at (765)289-2148. We may, at our sole discretion, require you to make the request in writing. You agree that we will have a reasonable opportunity to fulfill the withdrawal of your consent. Withdrawal of your consent will not affect the legal validity or enforceability of Electronic Records that we have provided to you before we have fulfilled the withdrawal of your consent.

### **Consequences of withdrawing your Consent to receive Electronic Records**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Once you withdraw your consent to receive required notices and disclosures electronically from us, you will no longer be able to receive required Electronic Records from us or be able to Electronically Sign documents from us.

### **How to contact PrimeTrust Financial Federal Credit Union**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive Electronic Records by calling us at (765)289-2148.

### **Amendments and Modifications**

We reserve the right, at our sole discretion, to discontinue the use of Electronic Records or Electronic Signature in connection with any account or to terminate or change the terms and conditions on which you and we use and exchange Electronic Records as provided in this Disclosure and Consent (including changing the hardware and software requirements), or otherwise to amend this Disclosure and Consent. Your continued use of Electronic Records after we provide notice of any change or amendment to the terms of this Disclosure and Consent constitutes your agreement to the change or amendment (and your confirmation that you continue to satisfy hardware and software requirements, as applicable). We also reserve the right to require you to re-accept any amended version of this Disclosure and Consent as a

condition for the continued use of any Electronic Record or Electronic Signature in connection with any Online Service.

### **Hardware and Software Requirements**

In order to access, review, retain, print, and place your Electronic Signature on Electronic Records, you must have the following hardware and software minimums. These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

#### **Browser**

- Microsoft Windows 10 using Microsoft Edge, Internet Explorer 11 or a current version of Firefox or Chrome
  - Microsoft Windows 8 using Internet Explorer 11 or later or a current version of Firefox or Chrome
  - Mac OS X v11 or later using Safari 7 or later or a current version of Firefox or Chrome
- NOTE: the Microsoft Edge browser does not natively support 256-bit AES encryption of PDF files. If you are using the Edge browser, please ensure you are running the latest version of Adobe Reader.

#### **Mobile App**

- Adobe sign: iOS or Android

NOTE: Adobe Sign mobile apps support the most recent released versions of IOS and Android:

- Latest version and up to one version back for IOS
- Latest version and up to two versions back for Android

### **Acknowledging your access and consent for ESIGN**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper this page for your future reference.

By signing below and clicking "Accept," I agree to the following

- I consent to using Electronic Records and Electronic Signature on the terms and conditions described above; and
- I have read, understand, and agree to the terms and conditions in this Disclosure and Consent; and
- I can access and read this Disclosure and Consent; and
- I have printed this Disclosure and Consent for future reference and access; and
- Until or unless I notify PrimeTrust Financial Federal Credit Union as described above, I consent to receive exclusively through electronic means all records requiring signature that are required to be provided or made available to me by PrimeTrust Financial Federal Credit Union during the course of my relationship with you.

I hereby agree to this Disclosure and Consent in regard to the federal Electronic Signatures in Global and National Commerce Act (ESIGN)