

ELECTRONIC BUSINESS DISCLOSURE & AGREEMENT

RECEIVING AND SIGNING DOCUMENTS ELECTRONICALLY



Effective July 2018

SCOPE OF DISCLOSURE AND AGREEMENT

Please read the following information, by proceeding forward, and check marking the "I agree" box you are agreeing that you have reviewed the following consumer disclosure information and are agreeing to transact business using electronic communications, to receive notices, disclosures, and other documents electronically, and to utilize electronic signatures in lieu of using a physical signature.

In this Disclosure and Agreement, the words "service", "services", "signature", and "e-sign" means Electronic Communications and Electronic Signatures. The words "you", "your", "member" and "Accountholder" means the member or consumer using this service. The words "we", "us", "ours", and "the Credit Union" means The Summit Federal Credit Union.

Your use of this service shall be governed by this Disclosure and Agreement. This Disclosure and Agreement will supersede all other information, documents, disclosures, agreements, and addendum pertaining to this service. You understand that your use of this service constitutes your acceptance of the terms and conditions of this Disclosure and Agreement, and that our approval of your signature must occur before you can use the service or before e-signed documents can be accepted by the Credit Union. You agree to comply with the hardware and software requirements of the service set forth by the Credit Union and our service providers.

You are not required to receive documents or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your agreement at any time as described below.

PAPER AND ELECTROINC COPIES

You are not required to receive notices or disclosures or sign documents electronically. You may request paper copies of documents or disclosures if you prefer to do so. You also have the ability to download and print any open or signed documents sent to you through this service using the options provided. Downloadable documents will only be available for 60 calendar days from the time the e-signing is completed; thereafter you will need to contact the Credit Union to request electronic or paper copies. Adobe, on behalf of The Summit Federal Credit Union, may also email you a PDF copy of all documents you sign using this service.

WITHDRAWAL OF AGREEMENT

You may withdraw your agreement to use this service at any time. You may select the "I will not eSign" option prior to agreeing to this Disclosure and Agreement. If you have already agreed to this Disclosure and Agreement you can withdraw by notifying the Credit Union that you wish to withdraw and to provide your future documents, notices, and disclosures in paper format. After withdrawing if at any point in the future you proceed forward and utilize the services provided you are once again agreeing to this Disclosure and Agreement.

REQUESTING PAPER COPIES, WITHDRAWING AGREEMENT, AND UPDATING CONTACT INFORMATION

If you are using Remote ou have the ability to download and print any documents we send to you through this service. To request paper copies of documents and/or withdraw your agreement you must contact The Summit Federal Credit Union by telephone, postal mail, or email as provided below. There is no fee or charge for requesting paper copies or withdrawing your agreement. Requesting Paper Copies or Withdrawing Agreement may require a physical signature.

ELECTRONIC BUSINESS DISCLOSURE & AGREEMENT

Phone: (800) 836-7328 extension 7030

Email: memberservice@summitfcu.org

Mail: The Summit Federal Credit Union
Attn: Member Service Department
Canal Ponds Business Park
100 Marina Drive
Rochester, NY 14626

You agree to notify The Summit Federal Credit Union if your contact information changes.

HARDWARE AND SOFTWARE REQUIREMENTS

Use of the service requires a standards-compliant web-browser which supports the HTTPS protocol, HTML, and cookies. 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 agreeing to this Disclosure and Agreement online, you will also be verifying that you meet the necessary hardware and software requirements to view the Disclosure and Agreement.

- A personal computer or other device capable of accessing the internet
- A web browser which supports 128-bit SSL encrypted communications
- Software that permits you to receive and access Portable Document Format (PDF) files, such as Adobe Acrobat Reader version 5.1 or higher.
- A computer, operating system and internet access capable of receiving, accessing, displaying and either printing or electronically storing communications provided.

RECORDS AND COMMUNICATIONS MAY BE PROVIDED IN ELECTRONIC FORM

By agreeing to use this service you are agreeing to receive and e-sign records and communications in electronic format. These Records and Communications may include, but are not limited to the following;

- All legal and regulatory disclosures and communications.
- Privacy policies and notices.
- Loan/Mortgage application documents and loan disclosures.
- Loan/Mortgage agreements.
- Membership applications.
- Membership agreements.
- General dispute forms.
- Employment Documents.
- General payment processing and/or payment agreement forms.

PROVIDING RECORDS AND COMMUNICATIONS IN ELECTRONIC FORM

All Records and Communications sent to you in electronic form may be provided by email, by access to a website designated in an email notice to you, or to the extent permissible by law, by access to a website/web link generally designated in advance for such purpose.

RECORDS AND COMMUNICATIONS IN WRITING

All Records and Communications in electronic or paper format from the Credit Union to you will be considered "in writing". You should print or download for your records a copy of this Disclosure and Agreement and any other Records and Communications important to you.



ELECTRONIC BUSINESS DISCLOSURE & AGREEMENT

COMPLETION OF ELECTRONIC SIGNATURE

The completion and submission of an electronically signed document including, but not limited to; Loan Applications, Mortgage Applications, Credit Card Applications, Membership Applications, and/or Loan Extension Agreements does not guarantee approval of said applications or documents by the Credit Union. All applications, agreements, forms, and/or other electronically signed documents must be reviewed and approved by the Credit Union

FEDERAL LAW

You acknowledge and agree that this Disclosure and Agreement is being provided by you 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 the Credit Union both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

CHANGE IN TERMS

The Credit Union may amend, modify, add to, delete from, or change the information or terms for the Service indicated in this Disclosure and Agreement from time to time without notice to you, and you agree to accept these changes to information and terms. This Disclosure and Agreement can be viewed on our website by going to www.summitfcu.org.

ACCOUNTHOLDER'S INDEMNIFICATION OBLIGATION

You understand and agree that you indemnify the Credit Union and hold the Credit Union harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the service and/or breach of this Disclosure and Agreement. You understand and agree that this indemnification shall survive the termination of this Agreement.

LIMITATION OF LIABILITY

You understand and agree that the Credit Union is not responsible for any indirect, consequential, punitive, or special damages or damages attributable to your breach of this Disclosure and Agreement.

WARRANTIES

YOU UNDERSTAND THAT THE SUMMIT FEDERAL CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SUMMIT FEDERAL CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

RELATIONSHIP TO OTHER DISCLOSURES

The information in this Disclosure and Agreement applies only to the services described herein, provisions in other disclosure documents, as may be revised from time to time, remain effective for all aspects of your membership.

GOVERNING LAW

You understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with federal law and the laws of the State of New York, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of New York.