

Pacific Service Credit Union - Initial and Ongoing Consent for Electronic Communications Agreement

Please read the following terms and conditions of this "Initial and Ongoing Consent for Electronic Communications Agreement" ("Agreement") regarding your consent to receive in an electronic format any notices and disclosures, including the eNotices discussed below, (collectively, "Electronic Communications") related to the account(s) you have with us ("Account(s)"). By clicking on "ACCEPT AND CONTINUE" below, you indicate your acceptance of this Agreement.

We are required to obtain your consent before electronically delivering Electronic Communications to you. You understand and agree that your consent also permits us to electronically deliver to you, initially and on an ongoing basis, all future Electronic Communications for your Account(s). Please read this Agreement carefully before giving consent.

Terms and Conditions:

You understand and agree that by clicking "ACCEPT AND CONTINUE" below, you (including any joint account-holders and co-applicants) acknowledge receipt of this Agreement, evidence your intent to be bound by all the terms contained herein regarding the Electronic Communications above, and consent to the delivery of Electronic Communications via the internet to an email address you designate to receive such Electronic Communications.

You may withdraw your consent to receive Electronic Communications at any time by changing your preference on our eStatements page in online banking. Any withdrawal of your consent to receive Electronic Communications will be effective only after we have had a reasonable period of time to process your withdrawal of consent. There are no fees or account restrictions for choosing to withdraw your consent for Electronic Communications or changing your email address.

In order to participate in the Electronic Communications service, you must provide and maintain a valid, active email address. Whenever you change your email address, you must notify us by clicking on your Profile and updating your email address, or by calling a member service representative at (888) 858-6878. Pacific Service CU is not liable for any third-party-incurred fees, other legal liability, or any other issues or liabilities arising from Electronic Communications being sent to an invalid or inactive email address that you have provided.

In order to receive and review Electronic Communications, you must have access to a computer or device with internet access. We recommend and support the two most recent versions of Microsoft Internet Explorer (IE), Firefox, Safari and Google Chrome. Other browsers and operating systems may work effectively; however, we do not test against them and therefore your experience may vary. We regularly monitor and test browsers to ensure the highest standards. You must be able to view Adobe Acrobat (PDF) files. You can download Adobe Acrobat for free from Adobe's website. You understand that we do not make any warranties on equipment, hardware, software, internet service providers, or any part

of them, expressed or implied, including, but without limitation, any warranties of merchantability or fitness for a particular purpose.

You affirm that you can view electronic documents and that you either have a printer capable of printing electronic documents or that you have the ability to save and later display such documents.

All Electronic Communications from us to you will be considered “in writing.” We recommend that you print a copy of your electronic documents and any disclosures (including this one) for your records.

Availability of Printed Copies

In addition to printing electronic documents from your own printer, you may obtain printed copies of any particular agreement, disclosure, or other related document (including any eNotice as referenced below) in paper format by writing to us at: Pacific Service CU, P.O. Box 8191, Walnut Creek, CA 94596-8191, Attn: Member Service or by email at service@pacificservice.org, with the details of your request. If you request a paper copy, it will be provided to you at a cost of \$2 per page.

eNotices

By consenting to receive Electronic Communications, you agree to accept various account related notices by online delivery, through online banking, Pacific Service Credit Union’s online banking service or by email. Your online notices (“eNotices”) can include but are not limited to the following:

- All legal and regulatory disclosures and communications associated with the Account(s). As an example, we may send by email disclosures required by the Truth-in-Savings Act. **However, we will not provide you with electronic statements unless you separately consent to electronic statements within Pacific Service Credit Union’s online banking service.**
- Notices or disclosures about a change in the terms of your Account(s) or associated payment feature and responses to claims
- Privacy policies and notices
- Account activity notices
- Inactive card notices
- Other notices

Your eNotices can also include online tax notices such as:

- 1098
- 1099-C

- 1099-INT
- 1099-Q
- 1099-R
- 5498
- 5498-ESA

Some notices may be accessible as PDF documents (images) through online banking.

You will receive electronic notification via email to your email address of record with us delivering or indicating the availability of any eNotice. Upon receipt of a notification of availability, you may retrieve the eNotice by logging into online banking. You need your user ID and password to access online banking to retrieve an eNotice. You understand that you may no longer receive paper notices.

Federal Law

You acknowledge and agree that your consent to receive 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 (the “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.

Termination or 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.

Electronic Signatures

You acknowledge that any electronic signatures that you provide through this account application process are valid and enforceable as your legal signature. You acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in the related documents just as if you had physically signed the same documents with a pen.

Agreement

By clicking the “ACCEPT AND CONTINUE” button below, you affirmatively consent to receive, and acknowledge that you can receive, access and retain Electronic Communications. You acknowledge that you have read and agree to the terms in this Agreement and that your computer system meets the minimum system requirements described in this Agreement. Further, you acknowledge that your electronic signatures are valid and enforceable as your legal signature.

IMPORTANT: PLEASE PRINT AND RETAIN THIS AGREEMENT FOR YOUR RECORDS