

## **Electronic Communications Agreement**

**Please read this Electronic Communications Agreement ("eCommunications Agreement") thoroughly—it contains important information about your legal rights.**

The Account and/or Service for which you are applying involves various disclosures, records, and documents. The purpose of this eCommunications Agreement is to obtain Your consent to receive these various disclosures, records, and documents from US electronically. This eCommunication agreement covers Your account with Long Beach City Employees Federal Credit Union, ("LBCEFCU," "Credit Union", "we," "us," and "our") accessible, either currently or in the future, through online banking (whether accessed through a personal computer, mobile device, or other technology), our websites, or other electronic means (all together, "Digital Channels"). The words "I," "you," and "your" mean each account holder, product owner, and/or service user identified on an account, or related service.

### **Your Legal Rights**

Certain laws and regulations require us to provide specific information ("Communications") to you in writing, which means you have a right to receive that information on paper. We may provide such information to you electronically if we first present this eCommunications Agreement and obtain your consent to receive it electronically. Your consent will also apply to any other person named on your accounts and related services, subject to applicable law. Since online banking and other Credit Union websites include some of this information, you may consent to this eCommunications Agreement as part of these services.

At times, we may still present you with paper disclosures or other documents that contain important information about your accounts and related services, and you should continue to review any paper correspondence that we mail to you. Any communications that the Credit Union determines, in its sole discretion, that you should receive in paper rather than electronic form will be mailed to the primary address in our records or otherwise delivered as required by law or any additional agreement.

By consenting to this eCommunications Agreement, you agree that you have or have access to equipment that meets the hardware and software requirements described below to enable you to sign in and use online banking and to access and retain your statements, documents, and disclosures electronically. If, in the future, you no longer have or have access to equipment that meets our hardware and software requirements, please contact us at 1-800-595-4725 to unenroll from receiving electronic communications. We reserve the right to cancel your participation in this program at any time.

By consenting to this eCommunications Agreement, you also agree that you have read, understood, and agree to be bound by the terms and conditions described in this eCommunications Agreement. You agree that your consent does not automatically expire and is not limited in duration. You acknowledge that the Credit Union may terminate access to an account or related service as permitted in the terms governing the account or related service.

If your account is closed or access to the related service is terminated, you may not be able to access any Communications we have provided in electronic form. Accordingly, if your account is closed or access to the related service is terminated, we may send Communications to you in paper form via mail, even if you previously elected to receive such materials electronically.

### **Types of Communications – Statements**

By consenting, you are electing to receive your statements electronically rather than in paper. Such electronic statements may contain other related electronic disclosures such as your annual privacy notice and notices of changes in terms regarding products and services, which are otherwise required to be

provided in paper form, depending on the product that you have. Your electronic statements will be available to review at intervals in accordance with your existing statement cycle date. While enrolled, your electronic statements will be available for 24 months or more.

### **Types of Communications - Other Communications**

By consenting, you are also electing to receive Other Communications through Digital Channels. These Other Communications may include agreements, disclosures, notices, alerts, and other information and communications regarding your account or any related service, the use of any other Credit Union services, your relationship with us, and/or other programs, products or services that are or may be in the future made available to you. Other Communications may also include, but are not limited to:

- This eCommunications Agreement and any updates.
- This Agreement, other service or user agreements for online access, all updates to these agreements and all disclosures, notices and other communications regarding Digital Channels and transactions you make within Digital Channels.
- Disclosures, agreements, notices, and other information related to the opening or initiation of an account or any related service including, but not limited to, account agreements, fee schedules, or other disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, or other applicable federal or state laws and regulations.
- Important disclosures and notices relating to the maintenance or operation of an account or any related service including, but not limited to account information, account activity, account inactivity, payments made or due, or other statements, disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, or other applicable federal or state laws and regulations.
- Any notice or disclosure regarding an account or any related service fee, including, but not limited to, late fees, and overlimit fees.
- Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to an account or any related service you obtain from us that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, or other applicable federal or state laws and regulations.
- Our Privacy Notice and other privacy statements or notices. (by posting such notices on our website)
- Certain tax statements or notices that we are legally required to provide to you, such as 1099 forms.
- Certain information or forms that we request from you and ask you to submit electronically, such as signature cards, W-9s, or other agreements.

### **Hardware and Software Requirements**

To access and retain the information subject to this consent, you must have or have access to equipment that meets the hardware and software requirements:

- Either the Windows operating system or Macintosh OS X.
- Internet access and an Internet browser that supports HTML 4.0, TLS 1.2 encryption, Cookies and JavaScript.
- A compatible web browser that supports 128-bit encryption. Compatible web browsers include Windows® Edge, Google Chrome, Apple Safari and Mozilla Firefox. For security reasons, you agree to use the most recent available version of your browser software. You must also have Adobe® Reader, Acrobat®, or another software program that allows you to view and print or save PDF documents. If you do not have Adobe® Reader® you can download it at no charge from the

following link: <https://get.adobe.com/reader/> (Note that by clicking the link, you will be taken to a third-party site not managed by the Credit Union. As a result, different security or privacy practices may apply. We do not endorse, recommend, or guarantee any products or services contained at the linked page.) You agree that you have provided the Credit Union with a valid e-mail address and can access, download, and print PDF files.

- To print statements or Other Communications you must have a printer connected to your computer. To download statements or Other Communications, if available, you must have sufficient hard-drive space to store the relevant materials.

If there is a change in the hardware or software requirements needed to access or retain electronic records, and such change creates a material risk that you will not be able to access or retain subsequent electronic records subject to your consent granted by this eCommunications Agreement, we will provide you with a statement of the revised hardware and software requirements for access to and retention of electronic records, as permitted by the eCommunications Agreement. You will have the right to withdraw consent as permitted under this eCommunications Agreement.

### **How to Withdraw Your Consent**

You can withdraw your consent to receiving your statement electronically, with no cost to you, online or by phone. To do so, sign into online banking or other Digital Channels to update your settings; mail us notification by US mail at: 2801 Temple Avenue, Signal Hill, CA 90755; or call Customer Service at 1-800-595-4725. Your withdrawal of consent is effective only after you have communicated your withdrawal to the Credit Union as described above and the Credit Union has had a reasonable period of time to act upon your withdrawal. Such withdrawal of consent will only apply to those communications that are required by law or regulation to be provided to you in paper form. We may continue to deliver to you in electronic format all other communications. Your consent shall remain in force until withdrawn in the manner provided in this section.

### **Consent Coverage: Certain Notices from You Are Not Covered**

You may be required, by contract or applicable law, to give us notice in writing. Your consent here does not relate to those notices, and you must still provide them to us on paper.

Additionally, this eCommunications Agreement does not apply to the following:

- Any notice of default, acceleration, repossession, foreclosure, or eviction, or the right to cure or reinstate or redeem under a credit agreement secured by your primary residence.
- Any transactions subject to Uniform Commercial Code, other than sections 1-107 and 1-206 and Articles 2 and 2A
- Any other communications that the Credit Union determines, in its sole discretion, that you should receive in paper rather than electronic form, including offers of products and services.

### **Obtaining Copies of Electronic Communications.**

We recommend that you print or download a copy of this eCommunications Agreement, statements, and all Other Communications to retain for your permanent records.

You may print or make a copy of electronic statements or Communications by using the "Print" button (or otherwise using your printing functionality) or saving a copy. Do this when you first review the Communications, because after submission we do not necessarily keep them all in a place that you can access.

You may also call the Credit Union at 1-800-595-4725 to request a paper copy of your statements or other Communications. Be sure to specify your account or any related service identification number, as applicable, the specific Communications for which you are requesting a paper copy, and the address to which it should be mailed. We may charge fees for paper copies of statements or Other Communications.

### **Updating Your Contact Information**

As a courtesy, when your Statement is available online, we will attempt to send an email notification to the address that we have on file. We also may send you an email notification when you have a new Other Communication available for review. Alternatively, we may communicate the other Communication directly through email.

You must open an email from the Credit Union at least once over a twelve-month period or you may not continue to receive email notifications. In the event that your email address or other contact information is changed, you must notify the Credit Union of such changes immediately. It is your responsibility to update any changes in your email address, and we are not responsible if you do not receive a courtesy reminder. If you do not receive an email and believe you should have, please verify your email address in online banking.

If you fail to update or change an incorrect email address or other contact information, you understand and agree that any Statements or Other Communications shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form in any Digital Channel or emailed to the email address, we have for you in our records.