



## **ELECTRONIC SIGNATURES AND NATIONAL COMMERCE ACT (ESIGN) CONSENT AGREEMENT**

***You must read this Federal ESIGN Disclosure and Consent Agreement carefully and print a copy and/or retain this information electronically for your records***

The federal Electronic Signatures in Global and National Commerce Act ("ESIGN") gives consumers certain rights if they elect to receive statements, notices and disclosures in electronic form. For purposes of this Agreement, the words "we", "us", "our", "Valley Strong" and "Credit Union" refer to Valley Strong Credit Union and "you" and "your" mean each participating member of the Credit Union's Electronic Communications Service (the "Service") together with any person who is authorized by a member to use or access the Service. "Account" means the account you have with us. "Communication" means any member agreements or amendments thereto, monthly (or other periodic) billing or account statements, tax statements, disclosures, legal notices, responses to claims, transaction history, privacy policies and all other information related to the product, service or Account, including but not limited to information that we are required by law to provide to you in writing.

**Scope of Communications to be Provided in Electronic Form.** Your consent to receive Electronic Communications includes, but is not limited to:

- Initial disclosures or agreements for your Accounts or associated payment features.
- Periodic statements, billing statements, or disclosures for your Accounts or associated payment features.
- Notices or disclosures about a change in the terms of your Account or associated payment feature.
- All legal or regulatory notices or disclosures associated with the Account or that are required by law to be provided to you in writing.
- Privacy policies and notices.
- E-statements, marketing materials and newsletters, or such other Communications we may include from time to time.

**Method of Providing Communications to You in Electronic Form.** All Communications that are provided to you in electronic form will be provided either (1) via E-mail at the E-mail address you provided to us, (2) by access to a web site that will be designated in an E-mail notice sent to you at the time the information is available, or (3) to the extent permissible by law, by access to a web site that will generally be designed in advance for such purpose.

**Hardware and Software Access Requirements.** You must have access to a computer with Microsoft Edge® latest two versions, Chrome® latest two versions, Mozilla Firefox® latest two versions, Safari® last two major versions, -, Chrome for Android: last two major versions or Mobile or Safari for IOS last two major versions. Adobe® Acrobat Reader® may be required to access supporting documents or promotional materials. In addition, you must have a printer capable of printing your electronic Communications, and understand that Valley Strong recommends that you do so. In the alternative, you must have and maintain the ability to electronically save and visually display electronic Communications on your computer screen.

You understand that we do not make any warranties on equipment, hardware, software, internet service provider, or any part of them, expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose.

**Right to Receive Paper Communications.** Once you enroll in this voluntary Service, we will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. Although you have elected electronic delivery of Communications, you may obtain a paper copy of an electronic Communication by printing it yourself or by telephoning the Credit Union at (661) 833-7900 or writing to: Valley Strong, P O Box 9506, Bakersfield, CA 93389. There may be a charge for this request, so please refer to Valley Strong's Schedule of Fees.

**Communications in Writing.** All Communications in either electronic or paper format from us to you will be considered “in writing.” You should print or download for your records a copy of this Agreement and any other Communication that is important to you.

**Electronic “Signature” Agreement & Security.** You agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide the Credit Union instructions while participating in the Electronic Communications Service, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, notes, disclosures or conditions, constitutes your signature, acceptance and agreement, as if actually signed by you in writing. Further, you agree that no certification authority 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 any resulting contract between you and the Credit Union. You agree and acknowledge that you will keep your PIN and other security codes and identification data confidential, and you will immediately notify the Credit Union should you believe that your PIN has been lost, stolen, compromised, or that an unauthorized person has electronically accessed your accounts.

**How to Update Your Records.** Your E-mail address is required to participate in Valley Strong’s Electronic Communications Service. It is your responsibility to provide us with a true, accurate and complete E-mail address, contact, and other information related to the Disclosure and your Account(s), and to maintain and update promptly any changes in this information. You can update information (such as your E-mail address) through DATANET online banking, or by calling the Credit Union at (661)833-7900. You agree to accept responsibility for notifying us if your E-mail address changes. We are not liable for any third-party incurred fees, other legal liability, or any other issues or liabilities arising from statements or notifications sent to an invalid or inactive E-mail address that you have provided. Your participation in the Service may be discontinued and subsequent Communications distributed to you in paper form if you do not provide us with a valid E-mail address. There may be a fee associated with paper statements, so please refer to Valley Strong’s Schedule of Fees.

**How to Withdraw Consent.** You have the right to withdraw your consent to receive Communications in electronic form at any time. If you elect to withdraw your consent, your participation in the Service will be terminated. There may be a fee associated with paper statements, so please refer to Valley Strong’s Schedule of Fees. To withdraw your consent, you must either click on the “Paper Statements” button on your “My Settings” tab under the eStatements summary page via DataNet, or by notify us in writing at P O Box 9506, Bakersfield, CA 93389. 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 and will mean that you will no longer receive electronic Communications.

**Contractual Agreements/Modification.** This electronic consent supplements and modifies other agreements that you may have with the Credit Union. To the extent that this consent and another agreement contain conflicting provisions, this consent will govern the delivery of electronic Communications, but all other contractual obligations of the parties remain subject to the terms of any other agreements. For example, you will still be required to review any account statements and notify the Credit Union within established time periods if there are any errors on your statement.

**Authorization Consent.** By agreeing to the terms and conditions of this consent, you represent that you are authorized to enter into this consent for all persons who own or are authorized to access any of your accounts, and that such persons will be bound by the terms of this consent.

**E-Mail Communications.** You acknowledge and agree that the Internet is considered inherently insecure. While online security is a top priority at Valley Strong Credit Union, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any E-mail or other electronic Communication that we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any E-mail or other electronic Communication. Therefore, we may respond to any E-mail at either the address provided with the Communication, the E-mail address in your Membership Account Agreement, or any other application or written Communication actually received by us.

Although we have no obligation to do so, we reserve the right to require authentication of E-mails or electronic Communication. The decision to require authentication is at the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if you do not act upon or follow any instruction to you if a Communication cannot be authenticated to our satisfaction.

**Federal Law.** You acknowledge and agree that your consent to 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, and that you and we both intend that the Act applies 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.

**Our Liability for Failure to Provide eStatement & eDisclosure Notifications.**

If we do not provide an eStatement notification according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions under which we will not be liable. Some such exceptions include but are not limited to the following:

1. The email address on file is invalid.
2. Your email or Internet service provider filters the notification from your Inbox (e.g. considers it “spam” or “junk mail”).
3. Circumstances beyond our control (such as fire, flood, earthquake, electrical failure, or reasonable precautions that we have taken).
4. There is a malfunction in your personal computer browser and/or software.

**Agreement.** By clicking the “Electronic Disclosure/EStatement Opt-in” button, you affirmatively consent to receive access and retain electronically Communications. You acknowledge that you have read and agree to the terms in this “ELECTRONIC SIGNATURES AND NATIONAL COMMERCE ACT (ESIGN) CONSENT AGREEMENT” and that your computer system meets the minimum system requirements described in this Agreement.

**IMPORTANT: PLEASE PRINT AND RETAIN THIS AGREEMENT FOR YOUR RECORDS (02/2015)**

01/2020



Federally Insured by NCUA