

# Electronic Disclosure and Consent

#### **ELECTRONIC DELIVERY OF DISCLOSURES**

This statement asks for your consent to allow us to provide communications and information to you in an electronic format rather than in paper format. By accepting the "Salal Credit Union Electronic Disclosure Consent," you consent and agree that Salal Credit Union ("Credit Union," "we," or "us") may provide certain disclosures and notices to you in electronic form, in lieu of paper form. Before you decide whether or not you wish to provide your consent to receiving electronic disclosures, you should read and consider the following information. Then, if you decide to consent, click the "I Agree" button at the end of this statement. For your consent to be effective, your computer and browser will need to meet the hardware and software requirements discussed below.

### SCOPE OF CONSENT FOR ELECTRONIC DELIVERY OF DISCLOSURES

This statement contains important information that we are required by law to provide to you. You should keep a copy for your records. If you have any questions about E-disclosures (electronic disclosures) that are not answered, feel free to contact us using any of the following methods:

- · Call us at 800.562.5515 or 206.298.9394.
- Write to us at Salal Credit Union, PO Box 75029, Seattle, WA 98175-0029.
- · Use the secure messaging feature within Mobile or Online Banking.

If you consent, you agree that we may also provide other disclosures in an electronic format, as allowed by law. These disclosures may include but are not limited to the following:

- Updates or Amendments to our Online Banking Disclosure & Agreement, Business Online Banking Terms & Disclosures, Consumer & Business Bill Pay Disclosure & Agreement, ACH External Transfer Disclosure & Agreement, Password Self-Reset Disclosure, Mobile Check Deposit Disclosure & Agreement, eStatement Disclosure & Agreement, or Application Disclosure & Agreement.
- Monthly account statements
- · Notice of change in account terms
- · Notice of fee changes
- · Account disclosures
- Tax statements
- Alerts
- Responses to any questions you may have about electronic funds transfers
- Privacy and security notices

A disclosure may be provided as a separate electronic document or may be included in an electronic account statement. An electronic disclosure sent to any account owner shall be deemed sent to, and received by, all account owners on the day we send it. We reserve the right to send a disclosure in paper format by postal mail.

You can obtain copies of any disclosures provided to you electronically by viewing them within the Service or going to **www.SalalCU.org** and selecting "Disclosures & Forms." If you need them in paper format, contact us at **800.562.5515** or **206.298.9394**.

# SYSTEM AND EQUIPMENT REQUIREMENTS

Prior to accepting the electronic delivery of disclosures, you should verify that you have the required hardware and software necessary to access the system and retrieve documents and disclosures in an electronic format. You will need computer or mobile access, an email address, Internet service, and a printer or computer storage such as a hard drive or thumb drive for printing and saving documents. The following are the hardware and software requirements necessary for you to access, receive, and retain electronically delivered documents. We will notify you whenever we change or revise these requirements. At that time, you will have the right to withdraw your consent. To receive E-disclosures, you must have access to:

- Internet Access
- Operating System: current version of Microsoft Windows or Mac OS X
- Supported Browsers:
  - o Edge two most recent versions
  - o Firefox two most recent versions
  - o Google Chrome two most recent versions

- o Safari two most recent versions
- · Mobile:
  - o Apple iOS two most recent versions
  - o Android two most recent versions
- Screen Resolution: 1024 x 768 minimum
- · Security:
  - o Allow per session cookies
  - o Users accessing the Internet behind a Proxy Server must enable HTTP 1.2. settings via proxy connection.
- PDF Reader: Acrobat Reader or similar software might be required to view PDF files.
- A browser that supports 128-bit encryption and JavaScript.

#### **CANCELLATION OF E-DISCLOSURES**

If you consent to receive E-disclosures and later change your mind, you may withdraw your consent and change to paper delivery format. Please refer to the current Consumer Product & Fee Disclosure or Business Product & Fee Disclosure governing your account for any associated fees that may apply.

You can notify us of your intent to cancel E-disclosures by sending us a secure message through Mobile or Online Banking, or by contacting us through any of the methods listed above. Your cancellation to receive E-disclosures will become effective after we have had a reasonable opportunity to act upon it.

You may opt out of eStatements at any time by accessing the EDOCUMENTS screen and selecting "Unsubscribe" within Mobile or Online Banking. If you opt out of eStatements, we will resume delivery of your paper statements by U. S. Mail. You may also call the Credit Union at **800.562.5515** to opt out.

#### **EMAIL ADDRESS CHANGES**

To provide E-disclosures, we must maintain a current member email address at all times. It is your sole responsibility to provide us with your correct contact information, including your email address.

You should notify us of any changes to your personal contact information or you can update your personal information through "Settings" from within Mobile or Online Banking.

#### MEMBER RESPONSIBILITIES - ACCEPTANCE OF DISCLOSURE

You agree that your computer satisfies the hardware and software requirements specified above and you certify that you are capable of retaining and accurately reproducing the electronically delivered communications as electronic records for any future reference. You certify you have provided us with your current email address to which we may send electronic communications and you will immediately notify us of any changes in your email address.

If we learn that you are no longer receiving email communications (for example, an email is returned to us as undeliverable), we will make a reasonable attempt to redeliver your notification electronically. If unsuccessful, we may discontinue sending email communications to you. We are not obligated to verify that you have received or can access any communications. You can update your email address, contact, and other information in Mobile or Online Banking, or write to us at **PO Box 75029, Seattle, WA 98175-0029**.

# **GOVERNING 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 (ESIGN Act), and that you and we both intend that the ESIGN Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means. With respect to all other matters, the laws of the State of Washington shall apply.

DISCLAIMER OF DAMAGES: WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGE, WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, ATTORNEY FEES, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) RESULTING FROM (I) THE INABILITY TO USE THE SERVICE, (II) THE COST PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE, OR (V) ANY OTHER MATTER RELATING TO THE SERVICE INCLUDING THE INSTALLATION, OPERATION, OR MAINTENANCE OF YOUR COMPUTER OR RELATED EQUIPMENT.

DISCLAIMER OF WARRANTIES: WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENT, (II) THE SERVICE WILL BE SECURE OR ERROR-FREE, AND (III) ANY ERROR IN THE SOFTWARE WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

### PROCEED WITH ACCEPTANCE

With your acceptance below, you agree to accept communications in electronic format. You also agree that you have the necessary equipment for accessing and viewing these communications and you agree to notify us if you change your email address. Click the "I Agree" box and continue.