



## ELECTRONIC DELIVERY DISCLOSURE AND CONSENT

### 1. INTRODUCTION

This Agreement sets out the terms and conditions on which Redwood Credit Union (RCU) will provide, and you may use, electronic disclosures. Please read this Agreement carefully and keep a copy for your records, as this forms a legally binding agreement between you and Redwood Credit Union.

#### A. Definitions:

In this Disclosure and Consent, “you” and “your” refers to each RCU Member who consents to this Agreement. “RCU” refers to Redwood Credit Union.

### 2. ELECTRONIC DISCLOSURES

You understand and agree to receive electronic disclosures (e-documents) associated with products and services you apply for and obtain, including:

- If you are applying for or obtaining a loan online:
  - All legal and regulatory disclosures and communications associated with the loan product or service you apply for and/or obtain using RCU’s Online Loan & Membership Center.
  - Notices or disclosures about a change in the terms of your loans you apply for and/or obtain using RCU’s Online Loan & Membership Center.
- If you are applying for RCU Membership online: All legal and regulatory disclosures and communications associated with applying for and establishing a new RCU Membership using RCU’s Online Loan & Membership Center, including but not limited the Membership Account Disclosure, RCU’s Privacy Policy, RCU’s Cost Recovery Schedule, and the Truth In Savings Account Disclosure.
- (If you select this service): Periodic Account and Loan Statements (eStatements) and disclosures delivered with account statements including account and loan change of term disclosures.
- (If you select this service): Any other disclosures or notifications RCU makes available electronically and that you choose to receive electronically.

These disclosures will be provided to you on an ongoing basis (subject to the terms and conditions of the applicable disclosure) and will not be provided to you on paper. You also understand that updated disclosures will be made available to you electronically as applicable. If you do not wish to receive disclosures electronically, you may decline this Agreement and you will receive paper disclosures; however you will not be eligible to use RCU’s Online Loan & Membership Center to apply for Membership, receive eStatements, or to obtain RCU loan products or services.

### 3. TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC DELIVERY: Disclosures and Initial and Ongoing Electronic Statements

You understand and agree that:

- Applications and product or service agreements authorized by you on your account by electronic means where your password is utilized and/or where the security procedure described below is utilized shall be considered authorized by you.
- eStatements: If you select eStatements,



- You will receive electronic statements for your RCU accounts, loans, and other products and services associated with this online banking account, provided the statement is available in an electronic format. This includes products and services you have now or you establish in the future. If an unavailable statement later becomes available electronically, you will receive that statement electronically. Products and services covered by eStatements will be listed in the eStatement sign up option in RCU Online Banking;
- You will be notified by email when your eStatement is available online. It is your responsibility to update your email address through RCU Online Banking as necessary. You understand if your email notification is returned undeliverable, RCU will continue to provide you with eStatements, notices, and disclosures via online banking. However, you will no longer receive an email notification when your statements, notices, or disclosures are ready for viewing unless you provide RCU with an updated email address;
- Your eStatements will be available to you in RCU Online Banking for twenty-four (24) months prior to being purged;
- You agree it is your responsibility to examine each eStatement and report any irregularities or disputes to RCU within 60 days of email notification of statement availability. You understand you may order duplicate statement copies for a fee by calling RCU at 1 (800) 479-7928 or by writing to RCU at Redwood Credit Union, PO Box 6104, Santa Rosa, CA 95406. You acknowledge that anyone with online access, to your account may access your eStatements; AND
- Your electronic statements will contain the same information as the paper version you have been receiving, which includes: account balances, transaction activity, electronic funds transfer information, year-to-date interest and error notification procedures.
- Applying for Membership or loans online:
  - You understand that you will be notified by email when your disclosures and agreements are available online for your consent. The disclosures and agreements relating to your loan and/or opening an account will be available to you in RCU's Online Loan & Membership Center for a minimum of six months. You agree that it is your responsibility to examine each disclosure and agreement prior to your consent. You acknowledge that anyone with access to your account online, may access your disclosures and agreements.
  - It is your responsibility to update your email address in RCU's Online Loan & Membership Center and Online Banking as necessary. You understand if your email notification is returned undeliverable, you will not receive notification when your disclosures and agreements are ready for your consent.
- RCU will not send you a paper copy of any communication unless you request it or you otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic communication by printing it yourself or by contacting RCU (see the contact us section at the end of this disclosure). You understand that if you request paper copies, they will be provided to you at a cost that is disclosed on the current Cost Recovery Schedule. You understand that RCU reserves the right to deliver any and all important notices allowed by law electronically. You further understand that RCU will notify you by email about any changes in terms or fees to the above services and disclosures. You also understand that these updated disclosures will be made available to you electronically



- Your computer system meets the minimum system requirements set forth below. In addition, you have and will maintain the proper equipment/software to print any disclosures or account statements that are emailed to you and/or made available on RCU's website. Alternatively, you have and will maintain the ability to electronically save and visually display on your computer screen any disclosures and/or account statements that are emailed to you and/or made available on RCU's website.
- All Communications in either electronic or paper format from RCU to you will be considered "in writing." You should print or download for your records a copy of your RCU Online Statements, this agreement, and any other communication that is important to you.
- You understand you may discontinue your ongoing consent to receive electronic delivery of disclosures and reinstate paper disclosures delivery at any time by contacting RCU (see the contact us section at the end of this disclosure). Such withdrawal shall become effective no later than thirty (30) days after receipt of the request by RCU. You understand that if you withdraw your consent to receive electronic disclosures you will no longer be eligible to apply for, or obtain products and services using RCU's Online Loan & Membership Center on Online Banking.
- RCU also has the right to terminate this Agreement immediately, with or without cause, if you fail to comply with the terms of this Agreement or any other agreement which you may have with RCU or any applicable rule or regulation which may govern your account(s), including but not limited to, the Membership Agreement and any Account Disclosure. If you terminate this Agreement for any of these reasons, such termination shall be effective on the effective date specified in any written notice mailed to you, and not on the date when the notice is mailed or received. Upon termination of e-documents delivery, all communications associated with your account will revert to paper delivery via US postal service.
- You understand that RCU reserves the right to change or amend the terms and conditions of this Agreement by electronically delivering notice of changes or amendments to you. You must accept the new terms if you wish to continue to receive all the benefits of this Agreement.

#### **4. MINIMUM SYSTEM REQUIREMENTS:**

In order to receive and review loan product and services disclosures electronically from RCU, the following computer system requirements must be satisfied: you must have a computer with Internet access, a PDF reader, and an RCU Online username and password.

#### **5. SECURITY PROCEDURES:**

For ongoing electronic delivery of disclosures, RCU will utilize the security described below, and you agree that such procedures, when utilized by RCU, shall constitute your electronic signature and sufficient authorization for the related transactions: logging into RCU's Online Loan & Membership Center or RCU's Online Banking using your username, password, and correctly answering any requested verification questions.

You acknowledge that if you disclose your password to anyone else or if your password is lost or stolen, third parties may be able to access your disclosures. You agree to keep your password in a place of safekeeping and you agree that the security of your password will be your responsibility at all times. You agree to the security methods and techniques set out in the Agreement. RCU will use commercially



reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronically delivered communications.

Your security consists of 128-bit encryption of the data on the communications to protect it while in transit over the Internet. You understand that these industry standards are dynamic and constantly developing. By accepting the enrollment agreement for e-documents, you acknowledge and understand that there are risks to electronic delivery of account communications, including, but not limited to, delay or failure of delivery due to technical difficulties, weather conditions (including but not limited to sun spots), matters beyond your reasonable control or interception and/or alteration of such account statement(s) and notices by third parties in spite of RCU's commercially reasonable security measures.

By accepting the enrollment agreement for e-documents, you represent that you have considered RCU's security measures and find that RCU's security measures are commercially reasonable. In reaching this conclusion, you have considered the historical and potential future content of your account communications, the risks associated with electronic delivery of account communications, and RCU's security procedures. If you conclude that RCU's security procedures cease to be commercially reasonable in the future, you must terminate this Agreement immediately in accordance with the steps below.

#### **6. RCU'S LIABILITY:**

RCU will not be responsible for any loss, damage or injury whether caused by the equipment, software and/or RCU's Online Loan & Membership Center or Online Banking, nor shall RCU be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software and/or RCU's Online Loan & Membership Center on RCU's Online Banking, except where the law requires a different standard. RCU does not make any warranties concerning the equipment, the software or any part thereof, including without limitations, any warranties for a particular purpose or warranties of merchantability. RCU also accepts no responsibility for your email address or for anyone accessing your emails. Notwithstanding any provision to the contrary contained in this Agreement, you shall be responsible only for performing the e-document services as expressly provided for in this Agreement. You shall be liable only for material losses that are the direct result of your own negligence or intentional misconduct in performing these e-document services. RCU does not make any warranties concerning the equipment, the software or any part thereof, including without limitations, any warranties for a particular purpose or warranties of merchantability. RCU shall have no liability for failure to perform any e-document services or for any disruption or delay in performing e-document services in the event such failure, disruption or delay is due to circumstances beyond RCU's reasonable control, including, but not limited to, failure or disruption of electric power, computer equipment, telecommunications systems, RCU's ISP, or weather conditions. Except to the extent that you are liable under this Agreement, you agree to indemnify and hold RCU and RCU's directors, officers, employees and agents harmless from all claims, demands, judgments, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with the performance of these e-document services. You agree that this indemnification shall survive the termination of this Agreement.



If either you or RCU has any dispute or disagreement with the other party regarding this Agreement that cannot be resolved amicably, both parties agree that the sole and exclusive remedy shall be binding arbitration in accordance with the then-current rules and procedures of the American Arbitration Association. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of laws provisions or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.

#### **9. HOW TO CONTACT US:**

You may contact RCU as follows:

- Email:
  - Secured Email: In Online Banking, click on the “Messages” option
  - General Email: [www.redwoodcu.org](http://www.redwoodcu.org) - click on “Contact Us”
- Phone: Local - (707) 545-4000 or Toll-Free - 1 (800) 479-7928
- Mail: Redwood Credit Union, PO Box 6104, Santa Rosa, CA 95406