



## ESIGN Disclosure and Agreement

### RETAIN FOR YOUR RECORDS

This CP Federal Credit Union eStatement E-SIGN Disclosure and Agreement (“Agreement”) is made between you and CP Federal Credit Union (“Credit Union”) for the purpose of receiving an electronic version of your account statement online and for receiving electronic notifications that your electronic statement is available for your account (“electronic statement service”). This agreement applies to each account you have with CP Federal Credit Union where electronic statements are available (“Account”). As used in this Agreement, the words “we”, “our”, and “us” mean CP Federal Credit Union, and the words “you and your” mean the account holder who has elected to receive his or her electronic statement and electronic notification.

1. **Electronic Delivery of Account Statements.** By signing up for Home Branching, you affirmatively consent and agree to permit the Credit Union to make disclosures and provide notices to you in electronic form, in lieu of providing such notices and disclosures in written form. You understand and agree that by enrolling for the electronic statement service we may discontinue sending paper statements to you (see section 5 below for availability of paper statements). Your consent to receive electronic statements includes, but is not limited to:

- Periodic or monthly billing statements for your Account
- All legal and regulatory disclosures and communications associated with your Account
- Notices or disclosures about a change in terms of your Account or associate payment feature
- Privacy policies and notices

Your consent and agreement shall relate to all forms of disclosures and notices required under applicable law as a result of the various agreements between you and the Credit Union and shall remain valid until such time as you exercise your right to revoke this consent. You elect and authorize us, at our discretion, to electronically deliver your account statement(s) and notices that we are required to provide to you under applicable Federal and State statutes and their implementing regulations, as amended from time to time.

Other Federal and State statutes may be enacted or amended in the future to provide for electronic delivery of account statements and notices. Your affirmative consent to this disclosure also authorizes us, at our discretion, to provide electronic delivery of such statements and notices pursuant to these statutes after they become effective. If there is

more than one individual on an account, notice to any one account holder will be effective for all.

You may withdraw your consent to receive electronic statements for any of your Accounts by contacting us at 517-784-7101 or 800-554-7101. We may treat your submission of an invalid e-mail address, the subsequent invalidation of your e-mail address, or cancellation of participation in our Home Branching services as a withdrawal of your consent to receive electronic statements. We will not impose a fee to process the withdrawal of your consent. Any withdrawal of your consent to receive electronic statements will be effective after a reasonable period of time in order for the Credit Union to process your withdrawal.

2. **Registration for Electronic Statement Service.** In order for you to obtain electronic statement service, you must be enrolled in the Credit Union's Home Branching Service. Any account owner can enroll accounts with joint ownership for the electronic statement service. The electronic statement will be available to all owners of the account who are enrolled in the Credit Union's Home Branching services regardless of which owner enrolled in electronic statement service. You must provide a current and valid e-mail address in order to receive electronic notifications. You agree to provide the Credit Union with any updated information needed to in order for the Credit Union to provide you with electronic notifications. This includes, but is not limited to, providing the Credit Union with any changes to your e-mail address by logging into your Home Branching account and updating your e-mail address or calling us at 517-784-7101 or 800-554-7101.
3. **Accessing your Electronic Statement Service.** Your electronic statement and accompanying legal notices and disclosures will be available to you via the Credit Union's Home Branching service. Once you login to the Credit Union's Home Branching service, you will have access to Documents within our Home Branching System. You will receive an electronic notification delivered to the personal e-mail you specify, informing you the electronic statement is available for viewing within the Credit Union's Home Branching System. You agree to periodically check the Credit Union's Home Branching Service to review your statement.
4. **System Requirements to Use Electronic Statement Service.** In order to access, view, and retain electronic statements that we make available to you, you must have:
  - An Internet web browser which is capable of supporting at least 128-bit encryption
  - Sufficient electronic storage capacity on your computer's hard drive or other data storage unit
  - Software which permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader® version 8.0 and above
  - An e-mail account with an Internet Service Provider and e-mail software
  - A personal computer, operating system and telecommunication connections to the Internet capable of receiving, accessing, displaying and either printing or storing,

statements received in electronic form from us by accessing our Home Branching System using an internet browser specified above.

If a change in hardware or software requirements needed to access or retain an eStatement creates a material risk that you may not be able to access or retain a subsequent statement that was the subject of the consent, we will notify you of the revised hardware and/or software requirements. You may withdraw consent without the imposition of any condition or consequence not previously disclosed in this agreement.

- 5. Security Measures.** We will use commercially reasonable measures, consistent with industry standards to maintain a reasonable level of security over the information contained in the electronically delivered account statement(s) and notices. When communicating with you electronically no one from CP Federal Credit Union will ask you for your password or account number.

You understand these industry standards are dynamic and constantly developing. By signing up for Home Branching and eStatements, you acknowledge and understand there are risks to electronic delivery of account statement(s), and notices, including but not limited to, delay or failure of delivery due to technical difficulties, weather conditions and matters beyond our reasonable control and you find that our security measures are reasonable. In reaching this conclusion, you have considered the historical and potential future content of your account statement(s), the risks associated with electronic delivery of account statement(s) and our security procedures. If you conclude that our security procedures cease to be reasonable in the future, you must terminate this agreement immediately in accordance with paragraph twelve (12) below.

- 6. E-mail Address.** We will send your periodic account statement notifications to you via e-mail to the last known e-mail address provided by you. You agree to notify us promptly of any change in your e-mail address. If you have not notified us in writing of any change to your e-mail address, you agree that your failure to provide us with a good e-mail address is lack of ordinary care on your part. If your eStatement is sent twice and returned undeliverable, you will be removed from the eStatement Service. If we become aware that you are not receiving your eStatement(s) and notices, we will send your eStatement(s) and notices to you via U.S. Mail to your last address known to us. THE CREDIT UNION SHALL HAVE NO OBLIGATION OR LIABILITY TO ANY OF THE PARTIES TO A MULTIPLE-PARTY ACCOUNT IF THE E-MAIL ADDRESS IS CHANGED USING THE PROCEDURES SET FORTH ABOVE.

- 7. Requesting Paper Statements.** We will not send you a paper copy of any statement from us on Accounts where you have elected to receive electronic statements, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic statement by requesting that we mail you a paper copy, provided that such request is made no later than seven (7) years after we first provided the electronic statement to you. To request a paper copy, contact us at 517-784-7101 or 800-554-7101. We may charge you a

reasonable fee for the delivery of paper copies of any statements provided to you electronically pursuant to your authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any statement that you have authorized us to provide electronically.

8. **Disclaimer of Warranty.** We make no warranties of any kind with respect to the software program used to access your eStatement. We do not warrant that the software program or the eStatement services will meet your specific requirements. We make no warranties of any kind, whether express or implied, with respect to use and adequacy of the software program or the eStatement services we provide under this agreement. We disclaim any and all implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
9. **Notice of Unauthorized Access.** If you believe your eStatement is lost or that someone has obtained access to your eStatement without your permission, write us at CP Federal Credit Union, 1100 Clinton Rd, Jackson, MI 49202. You may also contact one of our Call Center Representatives at 517-784-7101 or 800-554-7101.
10. **Liability; Indemnification.** Notwithstanding any provisions to the contrary contained in this agreement, we shall be responsible only for performing the eStatement services as expressly provided for in this agreement. We shall be liable only for material losses which are the direct result of our own negligence or intentional misconduct in performing these services. We shall have no liability for failure to perform any eStatement services or for any disruption or delay in performing said services in the event such failure, disruption or delay is due to circumstances beyond our reasonable control (including, but not limited to, failure or disruption of electronic power, computer equipment, telecommunications systems, your ISP, or weather conditions). We shall have no liability for any consequential, special, punitive damages or indirect loss under any circumstances, except to the extent that we are liable under this agreement. You agree to indemnify and hold us and Our 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 eStatement services. You agree that this indemnification shall survive the termination of this agreement.
11. **Federal Law.** You acknowledge and agree that your consent to electronic statements 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 apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.
12. **Terminations/Changes.** We reserve the right, in our sole discretion, to discontinue the provision of your electronic statement, or to terminate or change the terms and conditions

on which we provide electronic statements. We will provide you with notice of any such termination or change as required by law.