



RTP Federal Credit Union
Life is full of possibilities. Get your share.

eSign Disclosure and Agreement

RETAIN FOR YOUR RECORDS

This eSign Disclosure and Agreement (“Agreement”) is made between you and RTP Federal Credit Union (“credit union”) for the purpose of receiving an electronic version of your account statements online and for the purpose of receiving account notices and disclosures electronically. This agreement applies to each account and loan (“account”) you have with RTP Federal Credit Union where electronic statements are available. This service is not available for credit card statements.

Before you consent to receive your RTP Federal Credit Union account statements, notices, and disclosures electronically, you must read and accept the following terms and conditions.

Electronic Delivery of Account Statements, Notices, and Disclosures

eStatements, our electronic statement service, is a free service for all RTP Federal Credit Union members. By signing up for eStatements, you affirmatively consent and agree to permit RTP Federal Credit Union to provide account statements, notices, and disclosures to you in electronic form, in lieu of sending such statements, notices and disclosures via mail. You understand and agree that RTP Federal Credit Union will discontinue sending paper statements, notices, and disclosures to you after you sign-up for eStatements. In order for you to sign-up for eStatements, you must be enrolled in the RTP Federal Credit Union’s Home Banking service and you must provide a current and valid e-mail address in order to receive electronic notifications.

Your consent to receive eStatements includes, but is not limited to:

- Periodic or monthly billing statements for your Account(s)
- All legal and regulatory disclosures and communications associated with your Account(s)
- Notices or disclosures about a change in terms of your Account(s)
- Annual Privacy Notice

Joint Accounts

If your account is joint with another person, one of the account owners may consent to receive statements, notices, and disclosures electronically and that person’s consent shall apply to all account owners. Notice to any one account holder will be effective for all. Your eStatement will be available to all owners of the account who have access to RTP Federal Credit Union’s Home Banking services for the account, regardless of which owner actually enrolled in eStatements.

Accessing your eStatements

After you enroll in eStatements, all future account statements will be maintained inside Home Banking. You will have access to obtain, review, print, copy, and/or download these account statements. At the end of each statement period, we will send an e-mail notice regarding the availability of your eStatements. You will be required to login to Home Banking to access your account statement.

Duty to Review Periodic Statements

You must promptly access/review your eStatement and notify us in writing within the applicable time period as specified in your Membership and Account Agreement or Loan Agreement, whichever is applicable, of any error, unauthorized transaction, or other irregularity. If you allow someone else to access your statement, you are still fully responsible to review the statement for any errors, unauthorized transactions, or other irregularities.

Any applicable time periods within which you must notify us of any errors on your account statement shall begin on the statement date regardless of when you receive and/or open the eStatement.

Change of E-mail Address

We will send periodic account statement notifications to the e-mail provided by you or a joint account owner. You agree to notify us promptly of any change of your e-mail address. You may change your e-mail address online inside eStatements. (*Note: If you change your address online, you must change it in two places: inside Home Banking and under the eStatement tab.*) You may also visit any branch; fax your request to (919) 572-5463; or mail your request to: RTP Federal Credit Union, Attn: Member Services, P.O. Box 12807, RTP, NC 27709. A signature is required for all written requests. The credit union shall have no obligation or liability to any of the parties on a multiple-party account if the e-mail address is changed using the procedures set forth above.

If you change your e-mail address and do not notify us of the change, you agree that your failure to do so is lack of ordinary care on your part. If your eStatement notification is returned undeliverable, we have the right to remove you from the eStatement service.

Electronic “Signature” Agreement and Security

You agree that your use of a key pad, mouse, or other device to select an item, button, icon or similar act/action; to provide the credit union instructions while enrolled in our eStatements service; and to access or make any transaction regarding any agreement, acknowledgement, consent terms, 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 password, login and other security questions and identification data confidential, and you will immediately notify the credit union should you believe that your password, login, or other identification data has been lost, stolen, or that an unauthorized person has electronically accessed your account.

System Requirements for eStatements

To access your eStatements, you will need a personal computer that has the capability of running software that can access the Internet and that can send and receive e-mail. The preferred browsers are Microsoft Explorer (version 8 or higher) and Safari (version 5 or higher).

To retain a copy of your eStatement, you will need a printer attached to your computer capable of printing web pages. To save your eStatement on your computer, you can use the “Save” feature of your Internet software to save the pages to your hard drive or to some other media.

It is your sole responsibility to insure your personal computer and related equipment are compatible with and capable of operating in a manner that allows you to utilize our eStatement service. If you cannot meet the requirements for any reason, you have the right to withdraw your consent at any time. See *Your Right to Withdraw Your Consent* below.

System Access

Access to this service may be unavailable at times due to scheduled maintenance, unscheduled maintenance, or system outage. In addition, both environmental and physical events may occur that may cause the system to become unavailable. RTP Federal Credit Union will make every reasonable effort to ensure optimum availability. However, the credit union is in no way liable for the unavailability of the system or any damage that may result from system unavailability. The credit union disclaims any and all liability that relate to the improper use of this system. We are not responsible for any damage that may occur to your personal computer from the use of this service or the data transmitted through the account access link.

Security

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly access/review your eStatement and notify us in writing within the applicable time period as specified in your Membership and Account Agreement or Loan Agreement, whichever is applicable, of any error, unauthorized transaction, or other irregularity. You agree to protect the confidentiality of your account and account number, your personal identification information, your driver's license number, and social security number. You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account. When communicating with you electronically, no one from RTP Federal Credit Union will ask you for your password, account number, or other confidential account information.

You further acknowledge and agree that the Internet is considered inherently insecure. Therefore, 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; and may respond to any e-mail at either the address provided with the communication, the e-mail address provided to us by you with your Account Card, Electronic Services application, or with any other application or 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 communications. 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 we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

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.

Governing Law

This agreement, including the validity of any signatures or consents, any claim, or disputes arising hereunder shall be construed in accordance with and governed by the laws of the State of North Carolina.

Requesting Paper Copies. We will not send you a paper copy of any statement, notice or disclosure for Accounts where you have elected to receive eStatements unless you request it or we otherwise deem it appropriate to do so. You do have the right to request a paper copy of any statement, notice, or disclosure that we send you electronically. Paper statement fees, as detailed in our fee disclosure, may apply. You may obtain a paper copy of your account statement(s) from us by contacting RTP Federal Credit Union by phone, e-mail, or mail.

Notice of Unauthorized Access. If you believe someone has obtained access to your eStatement without your permission, you should contact us immediately. You can notify us of unauthorized access by faxing (919) 572-5463; visiting a branch; contacting one of our Call Center Representatives at (919) 941-5700 or toll free at (877) 941-5700; or writing us at RTP Federal Credit Union, P.O. Box 12807, Durham, NC 27709.

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.

Your Right to Withdraw Your Consent

Withdrawing your consent will terminate your eStatement enrollment. You have the right, at any time, upon 10-day notice, to withdraw this consent for electronic delivery of your account statements and return to receiving traditional paper account statements in the mail. Paper statement fees may apply, as detailed in our fee disclosure. In order to withdraw your consent to eStatements, you may call us at (919) 941-5700 or toll free at (877) 941-5700; fax your request to (919) 572-5463; e-mail rtp@rtpfcu.org, or send us with a written/signed request to: RTP Federal Credit Union, Attn: Member Services, P.O. Box 12807, RTP, NC 27709.

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 Banking service as a withdrawal of your consent to receive eStatements. Any withdrawal of your consent to receive eStatements will be effective after a reasonable period of time in order for the credit union to process your withdrawal.

Our Right to Terminate

You agree that we can terminate our eStatements service and revert to printed mailed statements and disclosures for any reason at any time.

Additional Terms and Conditions of your eSign Agreement

The terms and conditions of your Membership and Account Agreement for each of your credit union accounts as well as your other agreements with the credit union, such as loan agreements, continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is also subject to applicable federal laws and the laws of the State of North Carolina. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. This Agreement is binding upon your heirs and the credit union's successors.

Change in Terms

We may change any term of this Agreement at any time. If you do not wish to accept the change, you may terminate this Agreement by withdrawing your consent to receive statements and notices electronically. See *Your Right to Withdraw Your Consent* above.