

## Broadview Federal Credit Union

### Electronic Signature Consent Agreement and Disclosure

#### **IMPORTANT INFORMATION – PLEASE READ CAREFULLY AND RETAIN A COPY FOR YOUR RECORDS**

This consent Agreement and Disclosure specifically govern the Broadview Federal Credit Union Electronic Statement (eStatement) service and informs you of your rights and responsibilities and the terms and conditions associated with the service you have requested. In this Agreement and Disclosure, the words "you," "your," and "yours" mean each person—who utilizes Broadview eStatements service. The words "we," "us," "our," "Broadview" and "credit union" mean Broadview Federal Credit Union. The words "the Service" refer to Broadview eStatement service.

#### **Agreement for Receiving Electronic Statements, Notices and Disclosures**

Certain laws require us to provide disclosures, notices, and other information to you in writing. Under the Electronic Signatures in Global and National Commerce Act (ESIGN), we may provide this information electronically if we first present this disclosure and obtain your consent. These may be communicated and delivered via email or appear as notices directly within the eStatements area of your Broadview online banking account. By consenting to this disclosure, you agree to receive information electronically. You agree to be bound by all terms and conditions contained herein, and all applicable terms and conditions in our other Agreements or Disclosures (found in the Broadview Member Benefits Guide). You further agree to follow all instructions provided by the Service and reflected on your computer or mobile device screen. You further agree to abide by any terms or conditions which may be added because of future enhancements to the Service. You understand that you must be a registered Broadview online banking subscriber to enroll and participate in the Service.

#### **Scope of Consent**

During initial enrollment you understand that your consent to this Agreement and Disclosure means:

- I. Your delivery preference for all statements and document types will be electronic.
- II. Your consent remains in effect until you give us notice that you are withdrawing it. You can withdraw your consent to this agreement at any time.
- III. Delivery preferences can be adjusted on the statement account and document type level after enrollment in your eStatement profile.
- IV. Broadview reserves the right to provide any communication in paper form and may from time to time still present you with paper notices or other communication that contain important information. We encourage you to read this information and retain it.
- V. If you want to receive a paper copy of your statement in addition to the electronic copy you can request a printed copy of your statement from Broadview at any time by visiting a branch, calling us or writing to us at the number or address listed below. Applicable fees, as outlined in the Fee Schedule, may be charged for this request.

By enrolling in eStatements, you consent to receiving certain financial documents and communications electronically. These include:

- **Periodic Account Statements:** Summaries of your account activity, including electronic fund transfers, fees, and balances.

- **Notices:** Communications regarding changes in terms, disclosures, notices, responses to claims, transaction histories, error resolution procedures, privacy policies and other products and account-related updates.
- **Tax Documents:** IRS forms and other tax-related disclosures, when applicable.

**N.B.** Mortgage statements and Credit Card Statements are not included in Electronic Statements. Additionally, not all Broadview paper notices can be converted to electronic eNotices, so there could be times when you receive a mailed notice even if you have enrolled in the service.

By consenting, all eligible statements and notices for all of your accounts will be delivered electronically. After enrollment, you may change individual accounts or notice types back to paper at any time.

### **Hardware, Software, Mobile, and Online Access Requirements**

To access, view, and retain electronic statements, notices, and disclosures, you must have:

- **Device & Operating Environment:** A personal computer or mobile device capable of accessing the internet.
- **Current Web Browser:** A current version of a supported internet browser. The following is a list of supported browsers:
  - **Google Chrome:** Latest 2 versions
  - **Firefox:** Latest 2 versions
  - **Microsoft Edge:** Latest 2 versions
  - **Safari:** Last 2 major or 1 major version if over 1 year old
  - **Chrome for Android:** Last 2 major versions
  - **Mobile Safari for iOS:** Last 2 major versions
- **Document Viewer:** The ability to open and retain PDF documents (e.g., Adobe Acrobat Reader).
- **Email Capability:** A valid email address to receive notifications of electronic document availability.
- **Retention Options:** Access to a printer (if you wish to retain paper copies) or sufficient electronic storage to save documents.
- If using a Broadview banking app, please refer to the corresponding app store for operating system requirements.

### **Printing or Saving Electronic Statements, Notices or Disclosures**

You may print or save a PDF copy of any newly generated account statement, tax document, or account notice for a minimum of **18 months** through Online Banking. Alternatively, you may request copies of statements, tax documents, or notices - including those older than the periods available online - sent to you for a fee as set out in our fee schedule per statement copy by calling 800-727-3328, writing or visiting a branch. Additional fees may apply for expedited delivery or mail, if requested.

### **Withdrawal of Consent and Termination of agreement and service:**

You can withdraw your consent at any time by notifying Broadview either verbally or in writing and discontinuing use of the Service. Broadview may terminate the Service and this Agreement and

Disclosure at any time by giving you advance notification via email. Broadview reserves the right to deactivate member access to Broadview online banking for those who have not logged into the service for ninety (90) consecutive days or more. Should this occur, electronic delivery of your statement and account notices may be discontinued. Your account statement and account notices may then be delivered to you in paper form through the U.S. mail.

### **Update Contact Information**

You agree to provide us with a true, accurate, and complete email address and other contact information related to this disclosure and your Broadview account, and to update promptly any changes to that information. You can update your information within your Settings in our mobile app or online service, or by contacting us at 800-727-3328, writing to us at our contact address or by visiting a branch. If you update your contact information online, as a final step please immediately click the eStatements link to validate the change. Failure to provide a current and accurate email address may result in delayed notification of delivery of your statement for the given period. The email address you provide is utilized to notify you of statement availability and will not affect the statement being electronically available.

### **Service:**

Except as otherwise provided for herein, using your personal computer (PC) or mobile device, user ID, and password, you can access your Broadview financial account statement electronically 24 hours a day, seven days a week through Broadview online banking, receive Tax documents and notices from the credit union.

### **Effective date:**

This Agreement governs your use of the Service and becomes effective upon clicking "I Accept" during registration. Should this Service be deactivated by either you or Broadview, you will be provided with your periodic statement in paper form via U.S. mail to your address of record.

### **System unavailability:**

Access to the Service may be unavailable at certain times for the following reasons: (a) Scheduled maintenance - there will be periods when systems require maintenance or upgrades; (b) Unscheduled maintenance - service may be unavailable when unforeseen maintenance is necessary; or (c) System outages- major unforeseen events, including, but not limited to earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, which may cause system unavailability. Broadview will make all reasonable efforts to ensure the availability of the Service. However, Broadview is in no way liable for the unavailability of the Service or any consequential damage that may result.

### **Other limitations of liability:**

You are solely responsible for the selection, installation, maintenance, and operation of your personal computer, software, and/or mobile device. Broadview expressly disclaims any and all liability as relates to the improper use of your personal computer or mobile device and the transmission of data. Broadview is not responsible for any errors or failures due to any malfunction of your personal computer, software, and/or mobile device or unsuitability of your personal computer, software, and/or mobile device, or any virus, or any problems that may be associated with the use of any Internet service. Broadview will notify you of any change to the software and hardware

requirements needed to access the Service within an acceptable period. If you do not agree to the changes required, you may terminate the Service without charge.

**In case of errors or questions about your electronic transactions:**

Contact us IMMEDIATELY at 800-727-3328 or write to us at: Broadview Federal Credit Union, PO Box 12189, Albany, NY 12212-2189 if you think your statement is incorrect or shows transfers and transactions that you did not authorize, or if you need more information about a transfer. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. Tell us your name and account number, the dollar amount of the suspected error, and the date it occurred. Describe the error or the transaction you are unsure about, and explain as clearly as you can, why you believe it is an error or why you need more information.

If you notify us verbally, we may require you to send us your complaint or questions in writing within ten (10) business days. We may take up to ten (10) business days after we hear from you to conduct our investigation. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we need to use the forty-five (45) days to investigate, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or request in writing and we do not receive it within ten (10) business days, Broadview is not required to credit your account.

For transactions initiated outside the United States, the time period stated above increases to ninety (90) calendar days instead of forty-five (45) calendar days, unless otherwise required by law, to investigate your complaint or question. If your claim is made within thirty (30) days of account opening, we will provisionally credit your account within twenty (20) business days and may take up to ninety (90) calendar days to conduct our investigation.

We will send you a written explanation within three (3) business days after we complete our investigation. We will correct any errors within one (1) business day after determining that an error occurred. If we determine there was no error, you may ask for copies of the documents that we used in our investigation and upon which we relied to conclude that the error did not occur. We will make these available to you to the extent possible without violating any other member's right to privacy.

**Disclosure of account information to third parties:**

We will only disclose information to third parties about your account (a) in order to comply with government agency or court orders; or (b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (c) if you give us your written permission.

**Fees and charges:**

There is currently no fee for the Service. However, Broadview reserves the right to impose fees or to subsequently change any fee structure, if necessary, with proper notice.

**Amendments and Terminations:**

This Agreement may be amended or terminated by Broadview at any time at its discretion. You will receive notice of amendments or terminations as required by applicable law.

**Incorporation by reference:**

The disclosures set forth in Broadview's Online Agreement and any applicable disclosures and policies in Broadview's Member Benefits Guide are incorporated into this agreement by reference. You agree that you have received, understand, and accept any additional terms and conditions set forth therein.

**Governing law:**

This Agreement is made in New York State and shall be construed and governed by the laws of the state of New York, without regard to its conflicts of law's provisions and to the extent that New York law is not consistent with controlling Federal Law.

**Contact Information:****Mail:**

**Broadview Federal Credit Union**

**PO Box 12189, Albany, NY 12212-2189**

**Phone: 800-727-3328**

**Confirmation**

By consenting to this disclosure, you confirm:

- You have read and understand this Electronic Signature Consent Agreement and Disclosure.
- You consent to receive statements (excluding mortgage statements and credit card statements), notices and disclosures electronically.
- You have access to an internet-enabled device and can view PDF files.
- You understand you may withdraw consent at any time.

Broadview Federal Credit Union | Federally insured by NCUA |

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