

POPA FEDERAL CREDIT UNION AGREEMENT TO RECEIVE DISCLOSURES ELECTRONICALLY

This Agreement to Receive Communications Electronically ("Agreement") addresses the circumstances under which you agree to receive, in electronic form, information that we are required by law to provide to you in writing (for example, Truth-in-Savings Act Disclosures and quarterly or monthly account statements) in connection with your membership and accounts with POPA Federal Credit Union.

For the purposes of this Agreement, the words "**you**" and "**your**" mean the primary accountholder and all joint accountholders. The words "**we**," "**us**," and "**our**" means POPA Federal Credit Union. "**Account(s)**" mean the account(s) you have with us. "**Communications**" means any account agreements or amendments thereto, monthly (or other periodic) billing or account statement, tax statement, authorization, disclosure, notice, responses to claims, transaction history, or other information related to any product, service, or Account(s), including, but not limited to, information that we are required by law to provide to you in writing.

We are required to obtain your consent before delivering Communications electronically. You understand that your consent also permits us to electronically deliver to you, initially and on an ongoing basis, all future Communications related to your Account(s) with us. Please read this Agreement carefully before giving consent.

Consent to Receive Disclosures Electronically and Scope of Consent. By clicking the "I AGREE" button, you are affirmatively consenting, initially and on an ongoing basis, to receive Communications related to your membership and Account(s) with us in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic Communications and transactions includes, but is not limited to:

- Periodic (Quarterly, Monthly) billing or account statements, disclosures, notices, forms, or communications relating to the maintenance or operation of any account, product, or service including, but not limited to, account information, account activity, payments made or due, or other statements, disclosures, or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm-Leach Bliley Act, the Real Estate Settlement Procedures Act, or other applicable federal or state laws and regulations;
- All legal and regulatory disclosures and Communications associated with the Account;
- Any notice or disclosure regarding any account, product, or service fee, such as a late fee, an overdraft fee, and an NSF fee;
- Notices or disclosures about a change in the terms of your Account or associated fees or charges;
- Privacy policies and notices;
- Tax statements; and
- Other Communications we may include from time to time as part of the electronic delivery of statements and notices program.

Method of Providing Communications to You in Electronic Form: All Communications that we provide to you in electronic form will be provided either (1) via Email; (2) by access to a web site that we will designate in an Email notice we send to you at the time the information is available; (3) to the extent permissible by law, by access to a web site that will generally be designated in advance for such purpose; (4) by requesting you download a Portable Document File (PDF) containing the Communication.

How to Withdraw Consent: You may withdraw your consent to receive Communications in electronic form at any time by selecting the appropriate option from the Enrollment tab of the POPA Federal Credit Union eStatements site (accessible through Online Banking), or by providing a written notice to us at

POPA FCU, 13304 Alondra Blvd, Cerritos, CA 90703. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal and will mean that you will no longer receive electronic Communications.

Valid Email Address: We will send you an email notification when your electronic Communication is available for viewing through Home Banking. You agree to provide us with and maintain a valid email address. You may update your email address from the Options menu in Home Banking at any time. We are not liable for any third-party incurred fees, other legal liability, or any other issues or liabilities arising from statements or notifications sent to an invalid or inactive email address that you have provided.

Hardware and Software Requirements: In order to access, view, and retain electronic Communications that we make available to you, you must have an Internet-capable computer with at least the minimum version stated of one of the following web browsers: [Internet Explorer 9](#), [Chrome 30.0](#), [Safari 5](#), or [Firefox 23.0](#); cookies and JavaScript enabled in your web browser; sufficient electronic storage capacity on your computer's hard drive or other storage unit; and an e-mail account with an internet service provider. You must also be able to view files in PDF format as supported by version 6 or greater of [Adobe Acrobat Reader](#). In addition, you must have a printer capable of printing any Communications that are made available on our website and/or e-mailed to you. Alternatively, you must have and maintain the ability to electronically save and visually display on your computer screen any Communications that are made available on our website and/or e-mailed to you.

By maintaining access to internet service providers and electronic e-mail you may incur charges from internet service providers and local telephone companies. POPA FCU will not be responsible for the costs associated with electronic access; these costs are your responsibility. You understand that we do not make any warranties on equipment, hardware, software, internet service provider, or any part of them, expressed or implied, including, without limitation, any warranties of merchantability or fitness of any particular purpose.

Your Right to Receive Paper Communications: We will not send you a paper copy of any Communication from us, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by contacting us by telephone at (800) 369-7672, or by writing to us at POPA FCU, 13304 Alondra Blvd, Cerritos CA 90703 and identifying the specific record requested, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. A fee to request paper copies of Communication may be imposed as set forth in our Schedule of Fees and Charges.

Communications in Writing: All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Agreement and any other Communication that is important to you.

Federal 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.

Termination/Changes: We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

Agreement: By clicking the "I AGREE" button, you affirmatively consent to receive, and acknowledge that you can receive, access, and retain electronic Communications. You acknowledge that you have read and agree to the terms in this "AGREEMENT TO RECEIVE DISCLOSURES ELECTRONICALLY" and that your computer system meets the minimum system requirements described in this Agreement.