

Consent to Receive Disclosures Electronically

Effective September 18, 2018

For the purposes of this Consent to Receive Disclosures Electronically (“Disclosure and Consent”), the words “you” and “your” means the person who signs electronically by clicking the “I Agree” box within the Online Banking registration process. The words “Xceed Financial”, “we” and “us” mean Xceed Financial Federal Credit Union. “**Communication**” means any agreements or amendments thereto, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to an account, product or service, 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 NOTICES, DISCLOSURES AND OTHER TYPES OF 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 MEMBERSHIP AND ACCOUNT(S) WITH US. YOUR CONSENT WILL ALSO APPLY TO ANY OTHER PERSON NAMED ON YOUR ACCOUNT(S) AS A JOINT OWNER OR JOINT BORROWER OR AUTHORIZED USER. PLEASE READ THIS DISCLOSURE AND CONSENT CAREFULLY BEFORE GIVING CONSENT.

Pursuant to the federal Electronic Signatures in Global and National Commerce (“ESIGN”) Act, we must obtain your consent prior to delivering legal disclosures to you in electronic format. Additionally, we wish to inform you of your rights as follows:

1. Scope of Communications to Be Provided in Electronic Form.

When you use a product or service to which this Disclosure and Consent applies, you agree that we may provide you with any Communications 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:

- a. All legal and regulatory disclosures and Communications associated with the Account(s) or the product or service available through the Online Service for your Account(s). As an example, we may send by email legally required notifications of changes to terms and conditions related to the Online Service.
- b. Notices or disclosures about a change in the terms of your Account or associated payment feature and responses to claims.
- c. Privacy policies and notices.
- d. Monthly (or other periodic) billing or account statements for your Account(s) or other Communications we may include from time to time as part of the enrollment in the eStatements program.

Your consent to receive electronic Communications does not automatically enroll you in eStatements. You must complete a separate enrollment to stop receiving paper account statements (and any other types of Communications we may include in Paperless Statements) by U.S. Mail.

2. Types of Communications You Will Not Receive in Electronic Form.

This Disclosure and Consent does NOT apply to any communications that we determine, at our sole discretion, based on specific regulation or otherwise, you should receive in paper rather than electronic form.

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3. 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 website that we will designate in an email notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose, or (4) by requesting you download a PDF file containing the Communication.

4. How to Withdraw Consent.

You may withdraw your consent to receive Communications in electronic form by contacting us via written notice to Xceed Financial Federal Credit Union, 888 North Nash Street, El Segundo CA 90245 with the details of your request. At our sole discretion, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fees to process the withdrawal of your consent to receive electronic Communications, however your access and use of the Online Service will be terminated. 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.

5. How to Update Your Records.

It is your responsibility to provide us with true, accurate, and complete email address, contact, and other information related to this Disclosure and Consent and your Account(s), and to maintain and update promptly any changes in this information. You can update information (such as your email address) by written notice to Xceed Financial Federal Credit Union, 888 North Nash Street, El Segundo CA 90245.

6. Hardware and Software Requirements.

In order to access, view, and retain electronic Communications that we make available to you, you must have:

- a. An internet browser that supports 128 bit encryption;
- b. Sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
- c. An email account with an Internet service provider and email software in order to participate in our electronic Communications programs;
- d. A personal computer (for PCs: Intel Core i5 processor 7th gen or higher; for Macintosh: Intel Core i5 processor 7th gen or higher);
- e. A computer system meeting the following minimum requirements: Windows 10 PC with Internet Explorer 11.0 or Edge, Chrome 67 or higher, Firefox 60 or higher.
- f. Operating system and telecommunications connections to the internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via a plain text-formatted email or by access to our website using one of the browsers specified above.
- g. Software that enables you to view files in the Portable Document Format ("PDF"). For example: an Adobe Acrobat Reader Software. The Adobe Acrobat Reader may be downloaded from the Adobe website or at the following website if you do not already have it: <http://www.adobe.com/products/acrobat/readstep2.html>.

These minimum requirements are subject to change. If these requirements change and create a material risk that you would not be able to access, or retain Communications, you will be prompted to agree to the revised Disclosure and Consent document reflecting the updated hardware and software requirements, at which time you will have the right to not agree to the changes, thus withdrawing your consent to receive Communications electronically. We reserve the right to discontinue support of any internet browser or other software at any time and without advance notice if, in our opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with our electronic documentation and/or online services.

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7. Requesting Paper Copies.

You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by writing to Xceed Financial Federal Credit Union, 888 North Nash Street, El Segundo CA 90245 with the details of your request. We may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

8. 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 Disclosure and Consent and any other Communication that is important to you.

9. 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.

10. Acknowledging Your Access and Consent to Receive Communications Electronically.

By clicking the "I Agree" box within the Online Banking registration process, you confirm that:

- a. You can access, you can read, and you agree to the terms and conditions in this Consent to Receive Disclosures Electronically document; and
- b. You understand and agree that Xceed Financial will not be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from your use of the products or services provided pursuant to this Disclosure and Consent; and
- c. Your system meets the minimum requirements set forth above and that you have the ability to access our website, read and print any Communications that we electronically provide or make available to you at our website or via email; and
- d. You can print on paper the Disclosure and Consent or save or send the Disclosure and Consent to a place where you can print it, for future reference and access; and
- e. You acknowledge and agree that your consent to receive electronic Communication 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 (the "Act"), and that Xceed Financial and you both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means; and
- f. Your consent shall also constitute consent by any and all account owners and/or authorized signers on your Account(s); and
- g. You have provided us with a current email address at which we may send electronic Communications to you; and
- h. Until or unless you withdraw your consent as described above, you consent to engaging in electronic transactions and receiving electronically, Communications that are required to be provided or made available to you by Xceed Financial during the course of your relationship with Xceed Financial.