



## Electronic Records Communications and Signatures Agreement and Consent Disclosure (ESIGN)

This agreement and disclosure (this "Agreement") specifically governs Electronic Records you consent to receive electronically including your periodic statements. If you have requested online banking services from us, this Agreement also governs those services. Please read this Agreement carefully before you consent and keep a copy for your records. You agree to be bound by all terms and conditions contained in this Agreement, which are in addition to the terms and conditions in our other agreements with you.

Under the federal E-SIGN Act and related state laws, with your consent, we can communicate with you electronically, deliver required information and documents electronically, deliver marketing and promotional information electronically (you can unsubscribe to these specifically), and can use electronic records and electronic signatures in connection with your transactions with us. Therefore, please review the terms and Consent Agreement prior to giving consent, and retain a copy of this Consent Agreement for your records. We are required by law to give you certain information "in writing" – which means you are entitled to receive it on paper. We also need your general consent to use electronic records and signatures in our relationship with you. Where required by law, i.e. tax forms, or as determined by appropriate by the Credit Union, we will continue to provide you with paper copies of documents even through you sign this Agreement and consent. If the law requiring paper copies is changed, we will automatically deliver those documents in electronic form unless you have opted-out of this Agreement.

**Disclosure:** means any disclosure or notice that we would normally provide to you in written form. Examples of Disclosures include (but are not limited to) billing error rights, agreements or disclosures for online banking services you elect to use, privacy notices, and tax statements. "Notice" means any notice or communication from us regarding your account. Examples of Notices include (but are not limited to) insufficient funds notices, courtesy pay notices, loan reminders, communications regarding online banking services, amendments to any online banking agreement, and all notices of changes, suspensions, restrictions, and termination of online banking services. "Statement" means any periodic statement of account for all of your accounts including savings, checking, certificates, loans etc. "Electronic Record" means any Disclosure, Notice, or Statement that we provide to you electronically.

**Electronic Signature:** You agree that your submission by electronic means of your application or of your consent and agreement to the terms and conditions of this Agreement is a manifestation of your intent and agreement to be bound by such terms and conditions. You further agree that such electronic submission has the same effect as though you physically signed this Agreement and that such electronic submission qualifies as your signature for all purposes. If there is a joint applicant, account owner, or user, you represent and warrant that such joint applicant, owner, or user has authorized such electronic submission.

**Consent:** By consenting to the terms and conditions of this Agreement, you specifically agree that we may provide Electronic Records, including periodic statements, to you electronically. We may provide Electronic Records to you through your online banking access, by electronic mail ("Email"), or by using other electronic methods allowed pursuant to applicable laws and regulations. You further agree that we may discontinue providing paper copies of Disclosures, Notices, and Statements that we provide to you as Electronic Records. However, we reserve the right to provide any Electronic Record to you as a paper copy, rather than electronically.

## IDB-IIC FCU Electronic Records Communications and Signatures Agreement and Consent Disclosure

**Paper Copy:** You may request a paper copy of any Electronic Record under this Agreement by writing to us at IDB-IIC FCU P.O. Box 27377 Washington, DC 20038-7377, or by calling us at 202.623.3363 by emailing us at [credit@iadb.org](mailto:credit@iadb.org), or by visiting our branch. We may charge you a fee, in accordance with our Fee Schedule, if you request a paper copy in addition to the Electronic Record.

**Withdrawal of Consent:** You may cancel Electronic Records (e-statements, disclosures or notices) at any time. There are no fees for requesting to withdraw your consent to Electronic Records. However, a fee may apply for paper statements, in accordance with our Fee Schedule. If you wish to receive Electronic Records after you have withdrawn your consent, you must complete the consent process and reconfirm your ability to access Electronic Records.

**Hardware and Software Requirements:** The minimum requirements to view your Electronic Records are (a) Internet Explorer 8.0, Mozilla Fire Fox 48.0, or Safari 4.1.3, JavaScript and Cookies, and Adobe Reader 8.0 or higher and web browser that includes 128-bit encryption; (b) hardware capable of running this software; and (c) a printer to print or the ability to save your Electronic Records. By consenting to the terms and conditions of this Agreement, you acknowledge that you can access Electronic Records in the designated formats listed in this section. If a change in the hardware or software requirements creates a material risk that you will not be able to access or retain subsequent Electronic Records, we will notify you of the revised hardware and software requirements. If you do not agree to the changes, you may withdraw your consent, and we will not impose any condition, consequence, or fee for such withdrawal.

**Changes to your Email Address:** You agree to keep us informed of any change in your Email address. You may change your Email address by writing to us at IDB-IIC FCU P.O. Box 27377 Washington, DC 20038-7377, or by calling us at 202.623.3363 by emailing us at [credit@iadb.org](mailto:credit@iadb.org), or visiting our branch. If an Email is returned undeliverable, we may provide future Disclosures, Notices, and Statements to you by mail at your address reflected in our records. Thereafter, it will be your responsibility to re-apply for any Electronic Records we offer.

### Consent for Electronic Records and Electronic Signatures

By entering your name and email address, and by checking the "Terms and Conditions" box, you have received, read, and understood, and you hereby consent and agree to, the terms and conditions of this Agreement. Furthermore, you acknowledge that you can access the Electronic Records in the designated formats described above.

If you do not type your name and email address and check the "Terms and Conditions" box - You do not consent to receive Electronic Records and you understand that, by withholding such consent, you agree to cancel this transaction.

If you do not want to communicate with us electronically, do not want to receive required information or documents electronically, do not want to receive Credit Union information or marketing materials electronically, or do not want to use electronic signatures in connections with your transactions with us, you should not agree to the terms of this Agreement.

The Credit Union has other means to provide services to you such as in person at our office or via regular mail.

# IDB-IIC FCU Electronic Records Communications and Signatures Agreement and Consent Disclosure

## 1. Member Consent and Agreement

By placing your initial next to "I agree to Terms and Conditions presented electronically," I consent and agree that:

- a) The Credit Union can communicate with me electronically.
- b) The Credit Union can provide disclosures required by law and other information about my legal rights and duties to me electronically.
- c) The Credit Union can send me information and marketing materials electronically
- d) My electronic signature on agreements and documents has the same effect as if I signed them in ink.
- e) The Credit Union can make available to me in electronic format all agreements and disclosures, including, but not limited to:
  - a. Membership Application
  - b. Membership and Account Agreements
  - c. Truth in Savings and Funds Availability Disclosures
  - d. Electronic Funds Transfer Agreement and Disclosures
  - e. eStatements Disclosures, if I opt to have this service
- f) If I decide to enroll for the eStatements service, the Credit Union will eliminate the delivery of paper statements.
- g) If I want a paper copy of the disclosures/eStatements, I can print or download the information for my records.

## 2. What I Will Need

- a) I understand that in order to access, print and/or retain the electronic disclosures in connection with opening an account online I will need the following:
- b) A computer with an internet connection
- c) A current web browser that includes 128-bit encryption. Minimum recommended browser standards are Microsoft Internet Explorer, Mozilla Firefox, and Apple Safari. The browser must have:
  - a. Java & JavaScript enabled
  - b. Pop-up blockers disabled, or disabled for our sites
- d) Adobe Acrobat Reader to read disclosures and documents.
- e) Sufficient storage space to save past disclosures and/or an installed printer to print them
- f) A valid and active email address.

## 3. Paper Documents Request, Consent Withdrawal, and Email Address Update

I understand that I have the right to request paper copies of the electronic disclosures, agreements, and/or eStatements by contacting the Credit Union:

**Mail: IDB-IIC FCU  
P.O. Box 27377  
Washington, DC  
20038-7377**

**Telephone: 202.623.3363  
Email: [credit@iadb.org](mailto:credit@iadb.org)**

## **IDB-IIC FCU Electronic Records Communications and Signatures Agreement and Consent Disclosure**

I understand that it is my obligation to provide the Credit Union at all times my current email address but for security reasons, I must contact the Credit Union in person or by phone during business hours to request a change or otherwise update my information.

Finally, I also understand that receipts for any transactions that I perform on my accounts now and in the future using an electronic system (such as DocuSign, CheckMate Online Banking, E-Transfers, and Mobile Banking) will automatically create electronic receipts and I will not be able to obtain paper copies of them unless I choose to print them.

### **4. Agreement and Consent**

I agree that when IDB-IIC FCU sends an electronic disclosure or communication, it has the same meaning and effect as if IDB-IIC FCU have provided a paper copy, whether or not I choose to view the disclosure, unless I had previously withdrawn my consent to receive disclosures electronically.

I also understand that if I decide to enroll to receive eStatements, they will be made available on the first day of each month following my enrollment, that the Home Banking service will make available on-line statements for up to 18 months in its archive, and that I may request a paper copy of your statement at any time; however, I will be charged a fee. I also understand that if I request to receive my statements on paper, my eStatements service will be cancelled.

By entering my name and email address, and by checking the "Terms and Conditions" box, I agree to these Terms and Conditions as well as their electronic delivery, and indicate that I have the hardware and software listed above to be able to receive and retain the described disclosures and documents electronically.

*Note: If you do not wish to have these disclosures provided to you electronically when you open your online account, you will not be able to open your account online. To open an account, please stop by one of our offices or request a paper copy by sending an email to [credit@iadb.org](mailto:credit@iadb.org) or calling 202.623.3363.*

*There will be no fees or other consequences if you chose to decline to receive these disclosures and agreements electronically.*