



From time to time, Polam Federal Credit Union (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Such notices and disclosures may include, but are not limited to:

- This Electronic Record and Signature Disclosure and any amendments hereto;
- Disclosures, agreements, notices and other information related to the opening of an account, or initiation of a product or service including, but not limited to, account agreements, fee schedules or other 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;
- Service or end-user agreements for access to the Credit Union's online services;
- All notices and disclosures related to any Credit Union product or service, except for those excluded by the terms of this Electronic Record and Signature Disclosure;
- All of the periodic account and activity statements, disclosures and notices we provide to you concerning your Credit Union accounts;
- Any notice or disclosure regarding fees we may assess, including late fees, overdraft fees, and returned item fees;
- Notices of amendments to any of your agreements with us;
- Our privacy policy and other privacy statements or notices; and
- Other disclosures and notices that we are legally required to provide to you, or choose to provide to you in our discretion.

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. PLEASE READ THIS DISCLOSURE CAREFULLY BEFORE GIVING CONSENT.

Consent to Receive Disclosures Electronically and Scope of Consent

By clicking "I AGREE" below, you are affirmatively consenting, initially and on an ongoing basis, to receive notices, disclosures, and other documents related to your membership and account(s) with us in electronic form, and that we may discontinue sending paper notices, disclosures and other documents to you, until such time as you withdraw your consent as described below.

Types of Communications You Will Not Receive in Electronic Form

This Electronic Record and Signature Disclosure does NOT apply to:

- Any notice of default, acceleration, repossession, foreclosure, or eviction, or the right to cure or reinstate or redeem under a credit agreement secured by your primary residence;
- Any transactions subject to Article 9 of the Uniform Commercial Code; and
- Any other communications that we determine, in our sole discretion, you should receive in paper rather than electronic form.

Such notices and disclosures will be mailed to the primary address we have for you in our records or otherwise delivered as required by law or the governing agreement.

Your right to receive paper copies

We will not send you a paper copy of any document that has been provided to you in electronic form, unless you request it or we otherwise deem it appropriate to do so. At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee.

To request delivery of a paper copy of a notice or disclosure previously provided to you electronically, you must send us an e-mail to documents@polamfcu.com and in the body of such email you must identify the specific record requested along with your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any, in accordance with our Schedule of Fees.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that you want to receive required notices and disclosures only in paper format.

To inform us that you no longer want to receive future notices and disclosures in an electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to documents@polamfcu.com and in the body of such request you must notify us that you no longer wish to receive notices and disclosures in an electronic format and provide your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.

As a result of you withdrawing your consent to receive documents in an electronic format, your transactions may take a longer time to process because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures.

We will not impose any fee to process the withdrawal of your consent to receive electronic Communications.

At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have had a reasonable period of time to process your request. Your consent will remain in force until withdrawn in the manner provided in this section.

All notices and disclosures will be sent to you electronically

Except where expressly provided herein, or unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices either electronically or in paper format through the paper mail delivery system.

How to contact Your Credit Union?

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

- To contact us by email send messages to: documents@polamfcu.com
- To contact us by phone contact us at: for California (650) 367-8940
- To contact us by mail send correspondence to: Polam Federal Credit Union, 770 Marshall Street, Redwood City, CA. 94063

To advise Polam Federal Credit Union of your new e-mail address:

You agree to provide us with and maintain a valid, active e-mail address. You must promptly notify us of any change in your e-mail address. To notify us of a change in your e-mail address, you must send an email message to us at documents@polamfcu.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address. Your updated information will take effect a reasonable time after we have received your notification. 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 e-mail address that you have provided.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

Required hardware and software

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

- A valid and active email account
- A printer if you wish to print out and retain records on paper and sufficient electronic storage capacity on your computer’s hard drive or other data storage unit if you wish to retain records in electronic form.
- A computer (or other device which is capable of accessing the internet) with the following characteristics:

Operating Systems:

- Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X

Browsers:

- Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)

PDF Reader:

- Acrobat® or similar software may be required to view and print PDF files

Screen Resolution:

- 800 x 600 minimum

Enabled Security Settings:

- Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Changes to Hardware and Software Requirements

If our hardware or software requirements change, and that change would, in our opinion, create a material risk that you would not be able to access electronic documents or our online services, we will give you notice of the revised hardware

or software requirements. Your continued use of our online services after we send you notice of the change is reaffirmation of your consent. 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.

Communications in Writing

All notices, disclosures and other documentation subject to electronic delivery that are provided in either electronic or paper form from us to you will be considered "in writing." You should print or download for your records a copy of this Electronic Record and Signature Disclosure and any other notice, disclosure or other documentation that is important to you.

Federal Law

You acknowledge and agree that your consent to receive electronic notices, disclosures and other documents 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 or Changes

We reserve the right, in our sole discretion, to discontinue the delivery of notices, disclosures and other documentation electronically, or to terminate or change the terms and conditions on which we provide electronic notices, disclosures, and other documentation. We will provide you with notice of any such termination or change as required by law.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that: 1) you were able to print on paper or electronically save this page for your future reference and access; or 2) you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access;
- I understand and agree that Polam Federal Credit Union will not be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from my use of the products or services provided pursuant to this Electronic Records and Signature Disclosure; and
- Until or unless I notify Polam Federal Credit Union as described above, I affirmatively consent to receive from Polam Federal Credit Union, exclusively through electronic means, all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Polam Federal Credit Union during the course of my relationship with you.