

**CONGRESSIONAL FEDERAL CREDIT UNION ELECTRONIC  
CORRESPONDENCE DISCLOSURE & AGREEMENT**

Please read this information carefully and print a copy and/or retain this information electronically for your records.

This Agreement between Congressional Federal Credit Union and you governs the Credit Union's electronic correspondence program ("Program"). These terms incorporate and include the Congressional Federal About Your Accounts Agreement and Disclosure you received when you opened your account.

**Electronic Access.** By accessing your account electronically you agree to the Program's terms and acknowledge receipt of this Agreement. Your electronic access to your account constitutes a request for and permission to the Credit Union to send you disclosures and account information electronically. For example, you may electronically access:

- Account opening documents
- Periodic Statements
- Year-end tax information
- Preauthorized electronic funds
- Change-in-terms
- Information for your account
- Annual notices
- Any other disclosures we are required to provide by applicable law
- Notices related to any dispute you might raise under the Electronic Correspondence Disclosures & Agreement

**Access Requirements.** You must have access to a computer with Microsoft Internet Explorer® 5.5 or an equivalent browser. Adobe Acrobat Reader may be required to access supporting documents or promotional materials.

If there is a change in the hardware/software requirements associated with this service, we will notify you and provide an explanation of the updated hardware/software requirements. It is your responsibility to assure your personal computer and related equipment are compatible with and capable of operating in a manner that allows you to utilize the electronic service. If you cannot meet the requirements for any reason, you have the right to withdraw your consent at that time at no cost to you. Withdrawing your consent will terminate your participation in the Program.

By accessing your Congressional Federal Credit Union account(s) electronically with the use of Online Banking through a personal computer or any other device that uses standard communications protocols you AGREE to the following:

1. As used in this Agreement, the words "we", "our", "us", CFCU and "Credit Union" mean Wright Patman Congressional Federal Credit Union. "Account" or "accounts" means your share and/or loan accounts at the Credit Union. "You" and "your" refer to each account owner(s) and any person you have authorized to use Online Banking, eDeposits (eDeposit) and other electronic access to your accounts with us. The terms "PIN" and "password" refer to the code which enables you to access your account(s) through the Online Banking.

2. You acknowledge that you have selected your own PIN for the express purpose of accessing your credit union account(s). You understand that Congressional Federal does not know your PIN. You have authorized us to permit access and allow you to obtain information and perform transactions whenever your PIN is entered into Online Banking. We, to the extent permitted by applicable law, will allow you and all other persons using your PIN to conduct transactions on your account(s) and you agree that you are responsible for each transactions conducted on Online Banking where your PIN is used to provide access.

3. You accept responsibility, to the extent permitted by applicable law, for all authorized and unauthorized activity made on your account(s) with you PIN through the use of the Online Banking system. Your liability for unauthorized activity on your account(s) is contained in the disclosure for EFT transactions which was provided to you when opened your account(s).

4. If you believe that your PIN has been lost or stolen or that someone has taken or may take money from your account without your permission, call us at 703.934.8300, 800.491.2328, or from Capitol Hill, 6.3100, or write to Congressional Federal Credit Union, P.O. Box 23267, Washington, D.C., 20026-3267.

1. Congressional Federal's privacy and data security commitment is of paramount importance. We will use reasonable efforts but are under no legal or contractual obligation to notify you of unusual activity regarding access to your account using your PIN. Federal law provides protection to you against liability for unauthorized transactions. You should consult your Regulation E disclosures for your rights and potential liability for unauthorized transactions.

2. Transaction limits apply to Membership Savings, Second Savings, and Money Market Accounts. During any statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. No more than three of the six transfers may be made by check, draft, debit card, if applicable, or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, we may return the transfer unpaid.

8. Your PIN may be used only to initiate transactions through Online Banking and to access account(s) we have approved in advance. You may not use your PIN to overdraw any account. If, notwithstanding your agreement to overdraw your account using your PIN, an advance using

your PIN overdraws your account, you grant Congressional Federal the right, without notice, to take money owed us from your other accounts to cover losses or treat the amount owed to us as a request for a loan advance from your Overdraft Protection Line of Credit, at our option. You grant Congressional Federal the right to recover the amount of any money owed to us, along with any costs we incur in collecting it, including court and attorney's fees, but in no event to exceed amounts allowed by law.

9. We have the right to suspend or terminate the use of your PIN and your participation in the Online Banking system at any time without notice. You have the right to cancel your PIN and your participation in the Online Banking program at any time. Once your PIN is cancelled, you agree not to use the PIN to access the Online Banking system.

10. Congressional Federal may change this Agreement at any time for any reason. You agree we may notify you electronically of any changes, unless another form of notice is required by applicable law. The use of your PIN with the Online Banking system after the effective date of the changes made to this disclosure means that you have acknowledged and agreed to the new and/or additional terms of this disclosure.

11. We reserve the right to impose a user fee at any time and will notify you, as required by law, of such action prior to imposition.

12. In order to access eStatements, eLerts, and other correspondence online, you must have established Online Banking system access with the Credit Union. Once access is established, you may log on to our home banking site via the Internet and use your PIN to access your account.

We use our best efforts to try and make Online Banking system available 24 hours a day, seven days a week; however, you understand that the system may be unavailable from time to time for routine software and hardware maintenance or unscheduled service interruption for security or other reasons.

### **Electronic Statement and Correspondence Services**

**Enrolling in eStatement and eLerts Services and Right to Receive Paper Statements and Correspondence.** By enrolling in this voluntary service / program, paper statements and other correspondence will no longer be sent to you. Although you have elected electronic delivery, we will be pleased to provide a paper copy of your periodic statement or correspondence upon request.

If you chose to withdraw your authorization for electronic statements within five (5) business days prior to the end of the statement cycle, your current (monthly/quarterly) statement will be distributed to you in paper form. If it is not received within the five (5) business days prior to the end of the statement cycle your current (monthly/quarterly) statement will be distributed to you in electronic form and subsequent statements will be distributed to you in paper form.

To turn off eStatements and receive paper statements instead, log in to your Online Banking account, select "My Preferences" from the top navigation bar, and click "eStatement Setup," or call Member Services at 703-934-8300 for assistance.

**Electronic "Signature" Agreement & Security.** You agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide the

Credit Union instructions while participating in our Program; or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions, constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to validate your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union. You agree and acknowledge that you will keep your PIN and other security codes and identification data confidential, and you will immediately notify the Credit Union should you believe that your PIN has been lost, stolen, or that an unauthorized person has electronically accessed your accounts.

**Email Address Required-Notification of Statement and eLerts Availability.** Your e-mail address is required to participate in our eStatement and eLerts delivery program. We will send you an email notification at your last email address of record when your online statement is available and if you subscribe to the electronic email notifications. You agree to accept responsibility for notifying us if your email address changes.

Your online statements will remain accessible on our web site for at least six (6) months. If we send your email notification and it is returned to us as undeliverable, you will still be able to access your statement from the internet site and should do so until we can start sending you paper statements again. If your email notification is returned to us as undeliverable more than once, your participation in the Program will be discontinued and subsequent periodic statements and correspondence will be distributed to you in paper.

**Your Right To Request Correspondence in Non-Electronic Form.** You have the right to withdraw your authorization to receive your correspondence in electronic form at any time. If you elect to withdraw your consent there is currently no cost to you and your participation in the Program will be terminated. We reserve the right to charge a fee in the future. You will be given notice of such changes as required by law.

If you would like to turn off eStatements and receive paper statements instead, log in to your Online Banking account, select "My Preferences" from the top navigation bar, and click "eStatement Setup," or call Member Services at 703-934-8300 for assistance.

If you withdraw your authorization within five (5) business days prior to the end of the statement cycle, your current (monthly/quarterly) statement will be distributed to you in paper form. If it is not received within the five (5) business days prior to the end of the statement cycle your current (monthly/quarterly) statement will be distributed to you in electronic form and subsequent statements will be distributed to you in paper form.

**Contractual Agreements/Modification.** Your request to receive electronic communications about your account rather than in paper form supplements and modifies other agreements that you may have with the Credit Union. To the extent that this authorization and another agreement contain conflicting provisions, this authorization will govern the delivery of electronic disclosures and statements, but all other contractual obligations of the parties remain subject to the terms of any other agreements. For example, you will still be required to review any account statements you receive and notify the Credit Union within established time periods if there are any errors on your statement.

**Authorization.** By agreeing to the terms and conditions of this Agreement, you represent that you are able to enter into this authorization for all persons who own or are permitted access to any of your accounts, and that such persons will be bound by the terms of this Agreement.

**Email Communications.** You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you for any loss, claim or damages arising or in any way related to our response(s) to any email or other electronic communication that we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any email or other electronic communication; and may respond to any email at either the address provided with the communication, the email address in your Membership Account Agreement, or any other application or written communication actually received by us.

Although we have no obligation to do so, we reserve the right to require authentication of emails or electronic communications (other than wire transfer authorizations which will be subject to a security procedure required by UCC Article 4A). The decision to require authentication is at the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

**Governing Law.** This agreement, including the validity of any signatures or consents, any claim, or disputes arising hereunder shall be construed in accordance with and governed by the Laws of the District of Columbia.

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