

Community Alliance Credit Union e-Sign Act Consent and Disclosure

This Internet Banking e-Sign Disclosure and Consent (“Disclosure”) applies to all Communications for those products, services and Accounts offered or accessible through Internet Banking that are not otherwise governed by the terms and conditions of an electronic disclosure and consent. **PLEASE NOTE:** Consenting to receive Communications under this Disclosure will not automatically enroll you in e-Statements.

The words “we,” “us,” and “our” refer to the entity with whom you have your Account, and the words “you” and “your” mean you, the individual(s) or entity identified on the Account(s). As used in the Disclosure, “Account” means the account you have with Community Alliance Credit Union (CACU). “Communication” means any customer agreements or amendments thereto, monthly billing or account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product, service or Account, including but not limited to information that we are required by law to provide to you in writing.

Communications to Be Provided in Electronic Form

You agree that we may provide you with any Communications that we may choose to make available in electronic format, to the extent allowed by law, and that we may discontinue sending paper Communication 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:

- All legal and regulatory disclosures and communications associated with the Account or the product or service available through Internet Banking for your Account. As an example, CACU may choose to send by e-mail legally required notification of changes to terms and conditions related to Internet Banking.
- Notices or disclosures about a change in the terms of your Account or associated payment feature and responses to claims.
- Privacy policies and notices.
- Monthly (or other periodic) billing or account statements for your Account(s) or such other Communications that we may include from time to time as part of the enrollment in the e-Statements program (“e-Statements”).
- Your consent to receive electronic communications does not automatically enroll you in e-Statements. You must complete a separate enrollment to stop receiving by U.S. Mail paper account statements (and any other types of Communications we may include in e-Statements).

Providing Communications to You in Electronic Form

All Communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) by access to a web site that we will designate in an e-mail 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 we will generally designate in advance for such purpose, or (4)

by requesting you download a PDF file containing the Communication. You will receive certain CACU correspondence at the email address you provide to us. The correspondence may include, but is not limited to Account Statement Notices, Visa Statement Notices, IRS Tax Form Notices, Certificate Maturity Notices, and Transaction Notices (non-sufficient fund, convenience pay, and overdraft notices).

How to Withdraw Consent

You may withdraw your consent to receive Communications in electronic form by calling us at either 800.287.0046 (toll free), 734.464.8079 or by contacting your account officer at the nearest CACU branch location. 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. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however your access and use of Internet Banking may 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.

Keeping Your Information Current

It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to the Disclosure and your Account(s), and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through Internet Banking, by calling us at either 800.287.0046 (toll free) or 734.464.8079, or by contacting your account officer at the nearest CACU branch location.

Hardware and Software Requirements

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

- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
- An e-mail account with an Internet service provider and e-mail software in order to participate in our electronic Communications programs;
- A personal computer (for PC's: Pentium 120 Hhz or higher; for Macintosh, Power Mac 9500, Power PC 604 processor 120-MHz Base or higher), 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 e-mail or by access to our web site using one of the browsers specified below.
- Adobe Reader version 8.0 or higher
- Windows 2000 or later version running either Internet Explorer version 6.0 or higher or Firefox version 3.0 or higher, or Macintosh OSX 10.2 or higher running Safari web browser.

Requesting Paper Copies

We will not send you a paper copy of any Communication which is available electronically from CACU, 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 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, call us at either 800.287.0046 (toll free) or 734.464.8079, or contact your account officer at the nearest CACU branch location. We may charge you a reasonable service charge, of which we have provided you prior notice, 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.

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 any other Communication that is important to you.

The 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, and that you and we both intend that the 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.

Advisory Against Illegal Use:

You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located

International Transactions:

When you use your Visa Debit Card, Visa Credit Card, or ATM card for international transactions, a fee will be assessed. You agree to pay a 1.00% International Transaction Fee for ATM and Point-of-Sale (i.e. PIN-based) transactions and a 3.00% International Transaction Fee for "all other" international transactions and cash advances. The fee will be assessed on international transactions if a currency conversion does take place or if the transaction is processed in U.S. dollars.

When you use your Visa Debit Card, Visa Credit Card or ATM card at a merchant that settles in, or at an ATM that dispenses, currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either a wholesale market rate or the government mandated rate in effect the day before the processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. The International Transaction Fee will be calculated after the transaction has been converted to U.S. dollars.