

Electronic Communications Disclosure

Please read this Electronic Communications E-Sign Disclosure ("Disclosure") and retain a copy for future reference. This Disclosure applies to all your accounts, products and services with the Polish & Slavic Federal Credit Union ("PSFCU"). In this Disclosure, the following definitions apply:

- The words "**you**" and "**your**" mean you, the individual(s) or entity identified on your Account(s);
- "**Communication**" means any member agreements or amendments thereto, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product or service, including but not limited to information that we are required by law to provide to you in writing.
- "**Online Service**" means PSFCU Online Banking and Mobile Banking services.

I. Scope of Communications to Be Provided in Electronic Form

When you use a product or service to which this Disclosure applies, you agree that we will provide you with any communications in electronic format, and that we will 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:

- This electronic disclosure and any updates
- All legal and regulatory disclosures and other communications associated with the product or service available through the Online or Mobile Service for your Account
- All legal notices, disclosures about change in terms and other communications associated with your Account
- Periodic account statements
- Certain tax statements or notices, that we are legally required to provide to you, such as the annual IRS statements
- Privacy policies and notices
- Election notices and ballots.

II. Method of Providing Communications to You in Electronic Form

Your consent will apply to all information we send to you, or disclose or communicate to you online. You agree that such information may be communicated to you by posting notices, disclosures, statements, and other communications on our website, online banking, eStatement site, or any other electronic system used to open accounts, apply for loan or other, or by sending such information to you by email, including attachments or embedded links. All electronic notices will be in the format that can be printed or saved to a computed hard drive. Access to history will be available for a period of at least (12) months.

III. Consent

By selecting "Continue" or "Kontynuuj" you consent to receive all communications that we are legally required to provide to you and other communications regarding products and services. You further agree that your computer satisfies the hardware and software requirements specified in section VII below and that you have provided us with a current e-mail address at which we may send electronic communications to you.

Your consent also permits us to obtain your electronic signature if you choose to sign certain communications, such as account agreements, or authorizations for stop payment, recurring electronic funds transfers and any other. If you do sign electronically, your electronic signature will bind you to the terms and conditions to the same extent as if you signed the communications on paper with an ink signature.

IV. Member Responsibilities

You are responsible for accessing, opening and reading your electronic communication at your earliest convenience. The disclosures provided to you contain important, timely and legally binding information. You are responsible for notifying PSFCU if any documents you receive are incomplete, unreadable or inaccessible. You have a duty to exercise reasonable promptness in examining your eStatements for any unauthorized transactions that should be reported within the timeframes specified in the Electronic Funds Transfer disclosure.

We will send an email or SMS text message (if enabled) to you advising you of the availability of your eStatement or other electronic communication to the last known email address or SMS text message to the enabled phone number provided by you. After you receive the notification, you may log to the PSFCU Online or Mobile Banking, select E-Statements from the menu, and then select "View E-Statements". You acknowledge that by enrolling in eStatements you will no longer receive your periodic statements and/or documents or communications by mail.

You must have a valid email address on file. You agree to notify PSFCU of any changes to your email address. Failure to update or correct your email address may result in PSFCU reinstating paper statement mailed to you which may result in a fee, as described in the fee schedule.

V. How to Withdraw Consent

You may withdraw your consent to receive communications in electronic form by sending us an email to contact@psfcu.net, by calling us at our toll free number 1.855.PSFCU.4U (1.855.773.2848) or in person. No fees will be imposed to process the withdrawal of your consent.

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. If the revocation of your consent is received less than ten (10) days before the end of your normal statement cycle it may not take effect until the following statement cycle.

VI. How to Update Your Records

We will send you notification of the availability of the disclosures to the email address we have on record for your account. It is your responsibility to provide and maintain a current e-mail address. You can update your records such as your email address and contact information in your Online Banking profile, by email to contact@psfcu.net or by calling our toll free number 1.855.PSFCU.4U (1.855.773.2848). You can also update your records in one of our branches or by writing to us at: Polish & Slavic FCU, P.O. Box 10425, 9 Law Dr., Fairfield, NJ 07004.

VII. Hardware and Software Requirements

In order to use electronic signatures and to receive, view, print or save any periodic statement and/or document or communication electronically, you must have:

- A computer, mobile device, or other electronic device with internet access and one of the following web browsers:
 - Mozilla Firefox 85 or higher
 - Microsoft Edge 87 or higher
 - Safari 14 or higher
 - Google Chrome 85 or higher
- A program that reads and displays PDF files such as Adobe Acrobat Reader; and
- An active email address.

You may print or save a PDF periodic statement and/or document or communication using your browser's print or save function.

Changes to Hardware and/or Software Requirements. You will be notified of any changes to the hardware and/or software requirements that may create a material risk that you will not be able to receive, view, print or save a periodic statement and/or document or communication.

VIII. System Access

Access to this service may be unavailable at times due to scheduled maintenance, unscheduled maintenance or system outage. In addition both environmental and physical events may occur that may cause the system to become unavailable. Polish & Slavic Federal Credit Union will make every reasonable effort to ensure optimum availability of this system. However, Polish & Slavic Federal Credit Union is in no way liable for the unavailability of the system or any damage that may result from system unavailability.

IX. Requesting Paper Copies

We will not send you a paper copy of any Communication, 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, please submit your request by email to contact@psfcu.net, call our toll-free number 1.855.PSFCU.4U (1.855.773.2848) or mail us a letter to Polish & Slavic FCU, P.O. Box 10425, Fairfield, NJ 07004. You can also submit your request through "Contact PSFCU" section accessible from Online Banking. The copy request must contain your account number, name, contact phone number, and a description of the periodic statement and/or document or communication requested and must be signed by you. You will be charged a fee for a duplicate periodic statement as set forth in the PSFCU Fee Schedule.

X. Types of Documentation You will Receive in Paper

This electronic communication consent does not apply to:

- Any notice of default, acceleration, repossession, foreclosure 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

Any other communications that Polish & Slavic FCU determines, in its sole discretion that you should receive in paper rather than electronic form.

XI. 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.

XII. Federal 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.

XIII. 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 communication.