

This Consent and Disclosure Agreement, between United Northwest Federal Credit Union (hereinafter “we, us, our or Credit Union”), and each participating member of the Credit Union’s Online Services program, together with any person who is authorized by a member to use or access this service (hereinafter referred together as “you, your, or yours”), provides important information required by the Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and applies to your consent to, and your request for, the electronic delivery of all Communications for and relating to your membership and the accounts, products, and services offered and/or accessible through Credit Union online services. Those services include, but may not be limited to, Online Banking, E-Statements, External Transfers, Bill Payment, and Remote Deposit Capture (Mobile Deposit) Services, as well as access to those online services via our Mobile Banking Application.

*[For the purposes of this consent and disclosure, “Communication(s)” means: all agreements and disclosures and any and all amendments thereto, as permitted by law; product, service, and fee change in terms notices; annual and other periodic notices required by federal and/or state law or regulation; periodic account statements, tax statements, transaction history and information; and other notices, such as insufficient funds notices, billing notices, and alerts.]*

**PLEASE NOTE:** Consenting to receive Communications under this Agreement **will not automatically enroll** you in any of the following services; E-Statements, External Transfers, Bill Payment, and Remote Deposit Capture. You need to contact a member service representative to enroll in any of these products.

**Consent and Applicability.** By agreeing to the terms and conditions of this Online Services E-SIGN Act Consent and Disclosure, you represent that you are authorized to enter into this consent for all persons who own or are authorized to access any of your accounts, and that such persons will be bound by the terms of this consent. By agreeing to this, you affirmatively consent to conduct business electronically with the Credit Union in connection with Credit Union online services and your requests for related accounts, products and services, and to receive this and all other disclosures electronically. This Agreement, as well as all other disclosures and agreements can be printed and/or downloaded by you, and are available to you in paper hardcopy upon request. Please read these agreements and disclosures prior to continuing with your enrollment in Online Banking and other online services.

If you register for any of the aforementioned online services, your consent provided under this Online Services E-SIGN Act Consent and Disclosure will also apply to the electronic delivery of the related agreements and disclosures and all other Communications. Your electronic consent to conduct business electronically applies to all the Credit Union’s online services, your request for accounts, and all related products and services you request or utilize and the electronic delivery of the subsequent Communications.

**Contractual Agreements/Modification.** This electronic consent supplements and modifies other agreements that you may have with the Credit Union. To the extent that this consent and another agreement contain conflicting provisions, this consent will govern the delivery of all relative Communications, 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.

**Right to Withdraw Consent.** You have the right to withdraw your consent at any time by calling (785) 877-5191 (Norton) or (785) 475-2322 (Oberlin), or writing to UNWFCU, PO Box 176, Norton, KS 67654. You may also withdraw your consent in person at either branch location. Please note that there may be additional fees associated with withdrawing your consent.

**E-Mail Address Requirements.** Your E-mail address is required to participate in any online service provided by the Credit Union, in order for us to communicate with you and to deliver or notify you of any Communications. It is your responsibility to **promptly** notify the Credit Union of any changes to your email address. You can update your email address through your online banking or mobile app, by calling (785) 877-5191 (Norton) or (785) 475-2322 (Oberlin), by writing to us at: UNWFCU, PO Box 176, Norton, KS 67654, or in person at either branch location.

**Access Requirements.** You must have access to a computer with Google Chrome version 58 or higher, Internet Explorer version 10 or higher, or Mozilla Firefox version 51 or higher, as well as a compatible printer and stable internet connection. We cannot guarantee proper operation while using the online banking service with any other internet browsers. We also recommend using a monitor resolution set at 800x600 or higher. Most information on and within our website and via online services is provided in either HTML and/or PDF format. For those agreements, disclosures, forms, notices, and other documents provided and available in PDF format, Adobe Acrobat Reader is required. A free downloadable version is available at <http://www.adobe.com>.

Services will generally be available 24 hours a day, seven days a week; however, service may be unavailable from time to time for routine software and hardware maintenance or due to unscheduled down time or outages. If there is a change in the hardware/software requirements associated with these services, we will notify you and provide an explanation of the updated requirements. It is your sole responsibility to insure your personal device and related equipment are compatible with and capable of operating in a manner that allows you to utilize these services.

**Obtaining Paper Copies of Agreements and/or Disclosures.** All Communications that are delivered electronically or otherwise made available to you are considered "in writing" and are available to you in a form you may keep. You can obtain a paper copy of any agreement or disclosures by printing them yourself. Printing any agreements and disclosures or any other documents will require a printer connected to your device. You may also download and save them to your device, providing you have sufficient hard-drive space (approximately 1MB) on your device. You can request paper copies from us by contacting us at (785) 877-5191 (Norton) or (785) 475-2322 (Oberlin), or visiting either branch office. Please refer to our [Fee Schedule](#) for any fees or charges that you may incur for this request.

**E-Mail Communications.** You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim, or damages arising or in any way related to our response(s) to any e-mail 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 e-mail or other electronic communication; and may respond to any e-mail at either the address provided with the communication, the e-mail 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 e-mails or electronic communications. 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.

**Termination.** 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.

**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 State of Kansas.