



## Online Branch Agreement and Disclosure

(Effective 11/6/2013)

This Agreement and Disclosure (this "Agreement") governs the online banking services described in this Agreement, which are referred to individually as a "Service" and collectively as the "Services" or Online Branch. In this Agreement, the terms "Credit Union", "we" and "us" refer to Commonwealth One Federal Credit Union (hereinafter called "COFCU"). The terms "you" and "your" refer to the person who is subscribing to Online Branch. The term "person" refers to an individual or an entity.

Please read this Agreement carefully and keep it for your records. By subscribing to Online Branch, or by accessing or permitting another to access your account through Online Branch, you agree to the terms and conditions of this Agreement. This Agreement covers, among other things:

- The Credit Union's obligations to you;
- Your obligations as a user of Online Branch;
- Waiver of any requirement for two or more signatures on checks or other items drawn on an account included within a subscription to Online Branch;
- Limitations on the Credit Union's liability to you; and
- How we may make changes to this Agreement.

### 1. What This Agreement Covers

By subscribing to Online Branch, or by accessing or permitting another to access your subscription to Online Branch, you agree to this Agreement, which incorporates any instructions, procedures, conditions or other terms provided within the Web pages for Online Branch (the "Online Terms"). This Agreement is in addition to any agreement (including related fee schedules and disclosures) governing a COFCU account included within your subscription to Online Branch (an "Account Agreement"). You should review each Account Agreement for any applicable fees, limitations on the number of transactions you can make, and other terms or conditions that might impact your use of Online Branch. In the event of a conflict between this Agreement and any Account Agreement, the terms of this Agreement will apply, unless otherwise provided in this Agreement.

### 2. Accessing Online Branch

To access Online Branch, you must have access to both a computer (including any necessary related equipment and software) and the Internet (including telecommunications service, a Web browser with standard features, and the ability to receive e-mail at a designated e-mail address), all of which are referred to collectively as your "Internet Computer". You understand



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that your Internet Computer must meet the technical standards required to access and use Online Branch (the "Technical Standards"), which are available on the Credit Union's Web site at [www.COFUCU.org](http://www.COFUCU.org) and which the Credit Union may update from time to time. These Technical Standards may require you to use or activate specific Internet browser software features, plug-ins and add-ons, such as JavaScript support and "cookies", in order to access Online Branch. You are solely responsible for acquiring and maintaining your Internet Computer, for assuring that your Internet Computer meets the applicable Technical Standards at all times, and for all costs associated with your use of Online Branch.

You may choose to use a third party's financial management software, such as Quicken® or QuickBooks® (your "Software") in connection with Online Branch. You are responsible for obtaining and maintaining a valid and separate license agreement with the provider of your Software. The Credit Union is not responsible for any losses related to errors, failures, misapplications, or malfunctions of your Internet Computer or your Software, or to any computer virus or malicious software affecting your Internet Computer or Software. In the event of any conflict between this Agreement and any material provided with your Internet Computer or Software regarding the Credit Union's obligations to you, the terms of this Agreement will apply.

Although you may access Online Branch through your Software, some of the Services may not be available when you obtain access in this manner. To use the full range of Services, you must access Online Branch by logging in directly on the Credit Union's Web site at [www.cofcu.org](http://www.cofcu.org). We reserve the right to require you to access Online Branch by logging in directly on the Credit Union's Web site.

### 3. Online Accounts

The term "Online Account" refers to each of your COFCU accounts that you request and we permit you to include in your subscription to Online Branch. The Credit Union, in its sole discretion, will designate both the number of accounts that may be included in one subscription for Online Branch and the specific types of COFCU accounts that are eligible to be Online Accounts, and may change these designations from time to time. To the fullest extent permitted by law, the Credit Union reserves the right to refuse to include any eligible COFCU account within your subscription to Online Branch.

An Online Account may be either a consumer account or a commercial account. A "consumer" account is an account established primarily for personal, family or household purposes. A "commercial" account is an account established primarily for purposes other than personal, family or household use. Your representation when you open an account that an account is a commercial account or a consumer account is binding and conclusively establishes the nature of the account.



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Any obligation that the Credit Union may have, whether under the applicable Account Agreement or otherwise, to verify two or more signatures or other form of authorization before making payment from any COFCU account does not apply to transfers and bill payments requested through Online Branch. By requesting the Credit Union to include any COFCU account as an Online Account, you waive any right you may have to require the Credit Union to verify two or more signatures or other form of authorization before making payment from that Online Account, and you release the Credit Union from liability for any and all claims that arise from or relate to the Credit Union's payment of a transfer or bill payment requested and authorized through Online Branch by only one person.

As a security precaution, the Credit Union may use less than the full account number to identify any of your Online Accounts within Online Branch or any alerts that the Credit Union sends to you. If the Credit Union chooses to do so, each Online Account will be identified by a name or nickname you have designated for it and/or the last four digits of the account number (such as "My Checking / \*\*\*\*9999").

#### 4. Security Procedures

##### A. Security Codes

You will be provided an identification code for your initial use of Online Branch, during which use you will be required to select or create one or more alphanumeric codes, images ("Security Images"), phrases, questions with a matching answer, or other types of security techniques, all of which are referred to together and separately as your "Security Codes". The Credit Union requires you to use the Security Codes to gain access to Online Branch, and you will not be allowed to access Online Branch without your Security Codes. From time to time, the Credit Union may require you to select or create different Security Codes and may change the types of security techniques used to access Online Branch. For certain Services, the Credit Union may require you to select or create additional Security Codes and/or use other security techniques that the Credit Union makes available to you. You agree that use of your Security Codes and any other required security techniques will authenticate your identity and verify the instructions you provide to us. You also agree that the Credit Union may send notices and other communications about its security techniques and your Security Codes, including designations and confirmations of specific Security Codes, to your current address and/or e-mail address shown on the Credit Union's records.

##### B. Your Security Obligations

You are responsible for protecting the confidentiality and security of your Security Codes. You



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should memorize your Security Codes rather than writing them down and, where possible, change your Security Codes regularly. In selecting your Security Codes, you should select items that are different from any other security code that you may have for other COFCU products or for other secure accounts you have with others. You agree to reveal the Security Codes only to individuals who are authorized signatories on each and every Online Account and each and every COFCU Account. You also agree to review promptly each periodic statement that you receive from the Credit Union on an Online Account. You understand that anyone who obtains your Security Codes can access your Online Accounts and the information on Online Branch and may initiate transactions on those accounts. If you permit any other person to use Online Branch, your Security Codes or other means to access your Online Accounts or your Online Branch Accounts, you are responsible for all transactions the other person authorizes on any of these accounts and for all online agreements the other person signs or accepts while using Online Branch. You agree to implement the necessary controls, balancing and reconciliation functions, and audit procedures to protect Online Accounts from theft or misuse. We may present one or more of your Security Images to you when you access Online Branch through the COFCU Web site to help you distinguish the Online Branch site from a fraudulent site created to look like the Online Branch site. You agree not to attempt to access a site that appears to be the Online Branch site but fails to present your Security Images to you.

### 5. Online Branch Services

The Services allow you to perform certain Banking functions and to obtain certain account information in conjunction with your Internet Computer and any Software you may use. Depending on how you access Online Branch, you may use some or all of these additional Services. From time to time, the Credit Union may add Services, eliminate Services, or otherwise modify the terms or features of any Services. When the Credit Union makes any such change, it may make available Online Terms for that Service, and the new or modified Online Terms for that Service will become part of this Agreement. The Credit Union also may provide you the option to use Online Branch to take certain actions on an Online Account that are permitted under the Account Agreement. If you use any additional services on an Online Account, you may be charged additional fees as disclosed in our fee schedule.

Not all of the Services are available for or applicable to all types of COFCU accounts. The Credit Union, in its sole discretion, will determine the specific types of COFCU accounts for which any particular Service is available or applicable, as well as the terms on which each Service is made available or applicable to any specific type of account. From time to time, the Credit Union may change the types of COFCU accounts for which any particular Service is available or applicable. The Credit Union reserves the right, to the fullest extent permitted by law, to refuse to make any particular Service available or applicable to any of your Online Accounts, even though the



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Service is available or applicable to COFCU accounts that are the same type of account as your Online Account.

### A. Transfers between Online Accounts

You may use this Service to transfer funds between those types of your Online Accounts for which this Service is available, subject to the following restrictions and conditions:

- The Credit Union, in its sole discretion, will designate both the specific types of Online Accounts to and from which transfers are permitted to be made and the kinds of transfers that may be made. From time to time, the Credit Union may change this designation for any type of account.
- In addition to making transfers that are effective immediately, you also may make future-dated transfers, either one-time or recurring, from designated types of Online Accounts.
- If you use this Service to request an immediately effective transfer and we receive the request on a Business Day before the Cutoff Time, your request will be processed as soon as the Credit Union receives it. If we receive a request for an immediately effective transfer after the Cutoff Time on a Business Day or on a day that is not a Business Day, then the request will be processed no later than the next Business Day. Requests for future-dated transfers will be processed on the requested transfer day if that day is a Business Day or, if the requested transfer day is not a Business Day, no later than the first Business Day following the requested transfer day. It is your responsibility to schedule each transfers far enough in advance to assure that we have sufficient time to receive and process your transfer request. Future-dated transfers may be cancelled through Online Branch if the cancellation is received by the Credit Union before the Cutoff Time on the Business Day prior to the Business Day the transfer request will be processed.
- Transfers to and from COFCU deposit accounts will be reflected immediately in the available balance for each deposit account, but may not be reflected immediately in the posted balance for those accounts. Transfers to and from other kinds of accounts may not be reflected immediately in the available balance or posted balance for those accounts. When the Credit Union processes a transfer request to or from any Online Account other than a credit card account, the transfer usually will be posted to that account on the next Business Day and will be effective as of the date we process the transfer. The time at which the Credit Union posts a transfer in its official records for an account may differ from the time at which the transfer is reflected in the information provided through Online Branch. A transfer to a credit card account, line of credit (other than a line of credit accessed through a deposit account) or loan account may not be



reflected in the balance for that account provided through Online Branch until the Business Day after the transfer is posted.

- A transfer request is not necessarily received by the Credit Union when you transmit the request. Your Internet Computer or your Software may prevent or interrupt the Credit Union's receipt of your transfer request. You should not assume that a transfer request has been received by the Credit Union unless you receive an electronic confirmation from the Credit Union.
- Your ability to transfer funds from certain accounts may be restricted or limited by either federal law or the terms of the Account Agreements. Please check your Account Agreements for transfer limitations.
- Your ability to transfer funds between certain Online Accounts may be limited by your Software or the manner in which you use your Software.
- The Credit Union reserves the right to limit the frequency and dollar amount of transactions from your Online Accounts for security reasons.

B. Secure Electronic Mail with the Credit Union

You may use this Service to send and receive secure electronic messages to and from the Credit Union. In order to use this Service, you must be logged in to Online Branch. From time to time, the Credit Union may send unsecured electronic mail to your e-mail address to notify you that certain information is available. The Credit Union will not ask you to send personal information, such as account numbers and passwords, to the Credit Union in an unsecured e-mail. If you wish to send personal information to the Credit Union, you should send a secure message using this Service. You should never send personal information in an unsecured e-mail.

The Credit Union may not immediately receive electronic mail that you send. Therefore, do not rely only on electronic mail if you need to communicate with the Credit Union immediately. If you need to contact the Credit Union immediately, use the contact information provided on the Credit Union's Web site. The Credit Union will not take actions based on your electronic mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act.



C. Online Account Information

You may use this Service to obtain balances and other information about those of your Online Accounts for which this Service is available ("Online Account Information"), and to download Online Account Information into your Software, subject to the following terms and conditions:

- Online Account Information that is available to you may vary depending on whether you access Online Branch through the Credit Union's Web site or through your Software.
- Not all of your Online Account Information can be downloaded into your Software, and the Online Account Information available for download may not reflect all of the activity on your Online Accounts.
- Online Account Information is provided as a convenience to you for tracking purposes only. The Online Account Information may not reflect transactions that have not yet been completed or settled, and is not the official record for any Online Account. Because the balance of some Online Accounts is subject to change at any time, the Online Account Information may become quickly outdated.
- The Credit Union does not guarantee either (i) the availability or accuracy of any Online Account Information, or (ii) your ability to download and/or store any Online Account Information.
- The Credit Union will not be liable for damages of any kind arising from (i) your inability to access any Online Account Information, (ii) inaccurate content in, or your use of or reliance on the contents of any Online Account Information, or (iii) your inability to download and/or store any Online Account Information.
- You undertake any downloading and storage of Online Account Information at your own risk. If you download Online Account Information, you are responsible for maintaining the security and confidentiality of that information, and you assume all risk that any downloaded Online Account Information may be accessed by unauthorized third parties, including any person you allow to access your Software. We are not responsible for the security and confidentiality of any Online Account Information that you download using wireless connections, which may permit other persons to access the Online Account Information being downloaded. You accept full and sole responsibility for any damage that might occur to your Internet Computer, your Software, or any other equipment or software in connection with the downloading and storing of any Online Account Information, including the loss or corruption of any data.





#### D. Alerts

You may request the Credit Union to send you any of the alerts made available through this Service. The Credit Union may add new alerts or discontinue existing alerts at any time. We will send alerts to the electronic addresses you provide. You are responsible for ensuring that your electronic addresses are correct.

Your receipt of any alert may be delayed or prevented by your internet service provider or other third parties. The Credit Union does not guarantee either the delivery or the accuracy of the contents of any alert. The Credit Union will not be liable for damages of any kind arising from non-delivery, delayed delivery, wrong delivery of an alert, inaccurate content in an alert, or your use of or reliance on the contents of any alert for any purposes. Because the balance of some Online Accounts is subject to change at any time, the information provided in any alert may become quickly outdated. Alerts are not encrypted. You acknowledge that, although the Credit Union may show less than the full account number for any of your Online Accounts in an alert, the alert may include your name and some information about your Online Accounts. Depending on where you instruct us to send your alerts, anyone with access to your e-mail may be able to view the contents of these alerts.

### 6. Your Liability

You are responsible for all transfers and payments you initiate or authorize using Online Branch. If you disclose your Security Codes to any person, allow any person to obtain your Security Codes, or permit any person to use Online Branch, you will have authorized that person to access your Online Accounts and you are responsible for any transactions that person initiates or authorizes from your Online Accounts and any agreements or disclosures that person accepts or acknowledges electronically through Online Branch.

Notify the Credit Union at once if you believe any of your Online Accounts have been accessed or any of your Security Codes have been used without your authorization.

Also, notify the Credit Union immediately if any periodic statement shows a transaction on an Online Account that you did not make.

### 7. Credit Union's Liability

The Credit Union is responsible for any damages you incur in connection with any Online Account if the damages were directly caused by the Credit Union's failure to complete any transfer or bill payment you have properly requested through Online Branch in accordance with





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this Agreement, the applicable Account Agreements, and applicable law. However, the Credit Union will not be liable under certain circumstances, including:

- If, through no fault of the Credit Union, you do not have enough money in the Online Account to complete a transaction from that account;
- If the amount of the transfer would exceed the amount of available credit under any overdraft protection line of credit for the related Online Account;
- If you have not properly followed instructions provided in connection with your Internet Computer or Software, if your Internet Computer fails to meet the Technical Standards required to access and use Online Branch, or if your Internet Computer or Software fails or malfunctions;
- If you have not complied with the Credit Union's instructions in this Agreement (which includes the Online Terms) on how to make the transfer or bill payment;
- If the Credit Union has not received complete, correct, and current instructions so that the Credit Union can make the requested transfer or bill payment;
- If you do not authorize a transfer or bill payment soon enough for your payment to be received by the payee by the time it is due or you schedule a payment to be made after its due date;
- If withdrawals from the applicable Online Account have been prohibited by a court order such as a garnishment or other legal process;
- If your Online Account is frozen because of dispute about ownership;
- If your Internet Computer, your Software, or Online Branch was not working properly and you knew about this problem when you attempted to authorize a transfer or bill payment;
- If circumstances beyond the Credit Union's control prevent making a transfer or bill payment, despite reasonable precautions that the Credit Union has taken. Such circumstances include, without limitation, conflicts with federal or state law or regulation, acts of civil or military authority, national emergencies, insurrection, war, riots, labor difficulties, natural disasters, acts of God, weather conditions, flaws in your Software or



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Internet Computer, equipment failure or malfunction, material shortage, or failure or malfunction of power, communication or transportation;

- If the Credit Union stops the transfer or bill payment because it has reason to believe that a transaction has not been properly authenticated or is fraudulent;
- If the Credit Union's failure was not intentional and resulted from a bona fide error, notwithstanding its procedures to avoid such error, except for actual damages, which, to the extent permitted by applicable law, do not include indirect, incidental, consequential, special, exemplary or punitive damages, including attorneys' fees and lost profits, even if advised of the possibility of such damages.

There may be other exceptions to the Credit Union's liability as stated in this Agreement and your Account Agreements and as provided by applicable law. Except as otherwise provided by applicable law, neither the Credit Union, its service providers, nor their respective affiliates shall be liable to you or any other person under any circumstances for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages, including attorneys' fees and lost profits (even if advised of the possibility of such damages) that arise in any way out of your use of Online Branch or the installation, use, or maintenance of your Internet Computer or Software.

### 8. Error Resolution and Online Branch Issues

In case of errors, suspected security breaches, or questions about transactions initiated through Online Branch to or from any consumer Online Account, contact the Credit Union immediately via one of the following:

Telephone the Credit Union at:

**703-823-5211**

E-mail us at:

**cofcu@cofcu.org**

Or write the Credit Union at:

**CommonWealth One FCU**

**PO Box 9997**

**Alexandria, VA 22304-0797**

If you believe that any of your Security Codes are subject to unauthorized use or that an unauthorized transaction may be or has been made from any Online Branch Account, you agree to contact the company offering that account immediately at the phone number or address it has provided to you for such notification. You agree to take any reasonable actions requested by



the Credit Union to prevent unauthorized transactions to any of your Online Accounts or Online Branch Accounts, including changing your Security Codes.

## 9. Charges for Online Branch

Fees for Online Branch additional services are listed on our Fee Schedule. Depending on the Service used the fee may be charged annually, monthly, or on a transaction basis.

### Monthly Fee:

You agree to pay the applicable monthly fee (if any fee applies) for any Online Branch Services you receive (the "Monthly Fee"). If a Monthly Fee applies to any specific Service you receive, the monthly fee for that Service will be charged regardless of whether or not you use that Service during any given month.

### Transaction Based Fees:

You also agree to pay any applicable fee that is based on your usage of a particular Service (each, a "Usage Fee") to conduct a transaction.

### About Fees Generally:

Fees for Online Branch and its additional Services are reflected in the Credit Union's fee schedule, which may be revised from time to time. You authorize the Credit Union to deduct any applicable Monthly Fee from your Primary Account. You authorize the Credit Union to deduct any applicable Usage Fee from the Online Account from which the Usage Fee arises. If the funds in your Account from which any Online Branch fee is to be deducted are insufficient to pay the fees, you authorize the Credit Union to deduct these fees from any other account you have with the Credit Union. The Credit Union may revise its schedule of service charges for Online Branch to add, remove, increase or decrease the amount of, or otherwise revise any fee at any time. In addition to the fees provided in this Agreement, the service charges and fees provided for in the Account Agreement for each Online Account will continue to apply.

## 10. Confidentiality of Information about Online Accounts

We may disclose information to third parties about your Online Accounts and the transfers, bill payments and other Services you request through Online Branch in the following situations:



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- When it is necessary for completing transactions you have requested;
- When it is necessary to activate or provide Online Branch to you;
- In order to verify the existence and condition of your account to a third party, such as a consumer reporting agency or other credit bureau, or a Biller;
- In order to comply with a governmental agency or court order;
- In order to prevent or remedy fraud;
- As permitted by applicable law, and
- If you give us your written permission.

For more information about our privacy and security practices, please review our Privacy Notice and Security Policy, which describes our practices for using information about consumer Online Accounts, and our security practices. We may modify these documents from time to time, and the current versions of both are available on our Web site.

### **11. Business Days and Hours of Operation**

For the purposes of this Agreement, the term "Business Day" means Monday through Friday, excluding all holidays recognized by the federal government. You can use Online Branch 24 hours a day, seven days a week, subject to regular daily maintenance periods and any special maintenance periods.

### **12. Changing this Agreement**

The Credit Union may change this Agreement from time to time, as follows:

- Changes to the Online Terms and changes necessary to maintain or restore the security of Online Branch or your Online Accounts may be made immediately and without prior notice to you.
- For changes that result in increased fees for, fewer types of, stricter limitations on the dollar amount or frequency of, or increased liability to you for transfers or bill payments through



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Online Branch, the Credit Union will notify you prior to the change, as required by applicable law.

Any change will begin to apply upon the effective date of the change, and will apply only to your future use of Online Branch. Your continued use of Online Branch following the effective date of a change signifies your acceptance of the change.

### 13. Termination

Either you or the Credit Union may terminate this Agreement in its entirety or with respect to any one or more Services at any time upon written notice to the other party. We reserve the right to refuse or cancel your enrollment in Online Branch if we cannot verify your identity or confirm information about you. You also may terminate this Agreement in its entirety or any one or more Services at any time by contacting us. If you terminate Online Branch, you authorize us to continue making any transfers you have previously authorized through Online Branch until such time as we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice we will make no further transfers from your Online Accounts, regardless of whether you previously have authorized them through Online Branch. If the Credit Union terminates your use of Online Branch, the Credit Union reserves the right to make no further transfers or bill payments from your Online Accounts, including any transfers or bill payments you previously have authorized through Online Branch. The provisions of this Agreement that relate to any obligation or liability arising prior to termination, or the resolution of any dispute regarding such obligation or liability, shall survive termination of the Agreement.

### 14. Changes to Your Contact Information

It is solely your responsibility to assure that the contact information you have provided to us in connection with your use of Online Branch is current and accurate. This includes, but is not limited to, name, address, phone numbers and e-mail addresses. You may make changes to your e-mail address or some of your other contact information by logging into Online Branch through the Credit Union's Web site. To change the other contact information, you must contact the Credit Union to make other changes to your contact information. The Credit Union shall have no liability for any payment processing errors or any fees you may incur as a result of inaccurate or outdated contact information for you.

### 15. General Provisions



The validity, construction and enforcement of this Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflicts of laws, and by applicable federal laws and regulations. To the extent permitted by applicable law, if any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect and, if practicable, the invalid or unenforceable provision will be reformed to achieve its intended purpose. The Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Credit Union. No delay or omission on the part of the Credit Union in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver by the Credit Union on any one occasion shall not be construed as a bar or waiver of its rights or remedies on future occasions. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

## 16. Assignment and Service Providers

You may not assign this Agreement or your rights or responsibilities under this Agreement to any other party, and any attempted assignment shall be null and void. The Credit Union may assign this Agreement to any affiliated entity or any successor. The Credit Union also may assign or delegate any or all of its rights and responsibilities under this Agreement to one or more independent contractors or other third party service providers, and any rights or responsibilities so assigned or delegated may be exercised or enforced by either the Credit Union or its service provider. Any reference in this Agreement to the Credit Union also shall be considered a reference to any service provider performing services under this Agreement on behalf of the Credit Union.

## 17. Exclusions of Warranties

All of the Services available through Online Branch are provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

## 18. Notices and Disclosures

Unless otherwise required by law, we may provide notices and disclosures (hereinafter called "notice") to you either by mail or electronically. If we choose to provide the notice to you by mail, we may mail it separately or with other information to any address on our records for you. If we choose to provide notice electronically, we may send the notice either (i) to one or more of



the e-mail addresses we have in our records for you or (ii) through secured messaging in Online Branch so that you receive the notice when you log in to Online Branch. You accept responsibility to assure that the contact information in your Online Branch profile and our account records are always current and accurate.

## **ESIGN Disclosure and Consent Agreement**

The following disclosures are required by the Electronic Signatures in Global and National Commerce Act (ESIGN). They are necessary to provide you with electronic access to your account and to provide you with electronic communications. Please read this agreement carefully and maintain a copy for your records.

### **1. Scope of Communications to be provided in electronic form**

You agree that we may provide you with any communications that we 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 includes, but is not limited to:

- Monthly or other periodic statements
- Billing notices
- Regulatory disclosures and amendments of disclosures
- Change of terms notices
- Responses to inquiries initiated by you
- Other information that we are required by law to provide you in writing

### **2. Method of providing communications to you in electronic form**

All communication that we provide to you in electronic form will be provided either (1) to an email address that you provide, (2) by access to a website that we will designate in an email notice we send to you at the time the information is available, or (3) through secure messages on Online Branch, our online account access system. It is your sole responsibility to protect your email address, logon and password to the designated website from unauthorized persons. You





also understand that you have no expectation of privacy if the email address that you provide is owned by your employer. You also agree to release the Commonwealth One Federal Credit Union (COFCU) from any liability if the information is intercepted or viewed by an unauthorized party at your employer or other email address selected by you.

### 3. How to withdraw consent

You have the right to withdraw consent to have communications sent to you electronically and accept any conditions, consequences, or fees associated with your withdrawal. You may withdraw your consent to receive communications in electronic form by calling 703-823-5211, sending us an email at [cofcu@cofcu.org](mailto:cofcu@cofcu.org), sending us a secure message through Online Branch, or by visiting your nearest COFCU branch office. We will not impose a fee for withdrawing your consent to receive electronic communications, however you may incur a fee for certain communications provided in non-electronic form.

### 4. How to update your records with us

It is your responsibility to provide us with true, accurate, and complete email addresses and contact information and to maintain and update promptly any changes in this information. You may update your records by calling 703-823-5211, sending us an email at [cofcu@cofcu.org](mailto:cofcu@cofcu.org), sending us a secure message through Online Branch, or by visiting your nearest COFCU branch office.

### 5. Hardware and software requirements

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

- A computer or other device with access to the internet
- A web browser such as Internet Explorer 5.5, Firefox 2.0, or Safari level 5.1.7 (Released 5.10.12) or greater.
- Software which permits you to receive and access Portable Document Format (PDF) files, such as Adobe Acrobat version 6 or higher.

### 6. Requesting paper communication



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We will not send you paper copies of any communications which are available electronically from COFCU, unless you request it, or we otherwise deem it appropriate to do so. You may obtain a paper copy of any electronic communications by printing it yourself or by requesting that we mail you a paper copy. To request a paper copy of any electronic communication call us at 703-823-5211, send us an email at [cofcu@cofcu.org](mailto:cofcu@cofcu.org), send us a secure message through Online Branch, or visit your nearest COFCU branch office. We may charge you a reasonable service charge, of which you have received prior notice, for the delivery of paper copies of any communications provided to you electronically pursuant to this agreement. 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.

### 7. Communication in writing

All communication 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 agreement and any other communication that is important to you.

### 8. Termination or changes

We reserve the right, in our sole discretion, to discontinue the provision of 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.

### 9. 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 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.

**Acceptance of this disclosure confirms your acceptance of the terms of this agreement and hereby authorizes COFCU to provide all communications for the products, services, and accounts that you maintain with COFCU electronically. You also attest that you have the ability to receive and view the electronic communications from us as described in the Hardware and Software section of this agreement.**