

ALTURA CREDIT UNION AGREEMENT TO RECEIVE COMMUNICATIONS ELECTRONICALLY

Please read this disclosure carefully, as it provides important information about your legal rights.

This Agreement to Receive Communications Electronically (“Agreement”) addresses the circumstances under which you agree to receive in electronic form information that we are required by law to provide to you in writing (such as, for example, Truth-in-Savings Act disclosures) as well as other information and notices in connection with your membership and accounts with Altura Credit Union.

For the purposes of this Agreement, the words “you” and “your” mean the primary account holder and all joint account holders. The words “we” “our” and “us” mean Altura Credit Union.

“Account(s)” means the account(s) you have with us. “Communication” means any member agreements or amendments thereto, monthly (or other periodic) billing or account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product, service, Account(s) or your membership, including but not limited to information that we are required by law to provide to you in writing.

We are required to obtain your consent before delivering Communications electronically. You understand that your consent also permits us to electronically deliver to you, initially and on an ongoing basis, all future Communications.

CONSENT TO RECEIVE DISCLOSURES ELECTRONICALLY AND SCOPE OF CONSENT

By agreeing to these terms, you are affirmatively consenting, initially and on an ongoing basis, to receive Communications with us in electronic format, and that we may discontinue sending paper Communications to you, until such time as you withdraw your consent as described below. Your consent to receive electronic Communications includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the Account(s). As an example, we may send by e-mail disclosures required by the Truth-in-Savings Act, the Gramm-Leach-Bliley Act, the Truth-in-Lending Act, the Electronic Fund Transfer Act, the Equal Credit Opportunity Act, and the Fair Credit Reporting Act.
- Notices or disclosures about a change in the terms of your Account(s) 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 we may include from time to time.

METHOD OF PROVIDING COMMUNICATIONS TO YOU IN ELECTRONIC FORM

All Communications that we provide to you in electronic format will be provided either: (1) via e-mail; (2) by access to a website that we will designate in an e-mail notice we send to you at the time the information is available; or (3) through the Altura Credit Union online banking site or Mobile App.

HOW TO WITHDRAW CONSENT

You may withdraw your consent to receive Communications in electronic form at any time by contacting Altura Credit Union at 888-883-7228 or by visiting a branch location with the details of

your request. 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. Any withdrawal of your consent to receive electronic Communications will be effective only after we have had a reasonable period of time to process your withdrawal. In the event that you withdraw consent, you will not be permitted to access any Online Services, including but not limited to online banking and mobile banking, and bill payment services, and your accounts may be subject to additional fees, subject to our Schedule of Fees and Charges.

VALID E-MAIL ADDRESS

You agree to provide us with and maintain a valid, active e-mail address. You must promptly notify us of any change in your e-mail address. You may update your e-mail address by calling (888) 883-7228 or by visiting a branch location during normal business hours, changing your settings via Altura Credit Union online banking site, or writing us at P.O Box 908, Riverside, CA 92502-0908 at any time, and your change will take effect a reasonable time thereafter. We are not liable for any third-party incurred fees, other legal liability, or any other issues or liabilities arising from statements or notifications sent to an invalid or inactive e-mail address that you have provided.

HARDWARE AND SOFTWARE REQUIREMENTS

You agree to comply with your hardware and software requirements as well as use the most current version Microsoft® Windows, or Apple software; an Internet browser that supports 128-bit encryption, including recent versions of Chrome, Internet Explorer, Safari Mac, or Firefox; Adobe® Acrobat® Reader® software or Adobe® compatible software, so you can view Adobe® PDF files; and a computer hard drive capable of storing data, if you wish to store electronic Communications.

Your browser must also have cookies enabled and allow Java scripts to run. In addition, you must have a printer capable of printing any Communications that are e-mailed to you and/or made available on our website, and you understand that we recommend that you do so. In the alternative, you must have and maintain the ability to electronically save and visually display on your computer screen any Communications that are e-mailed to you and/or made available on our website. You understand that we do not make any warranties on equipment, hardware, software, internet service provider, or any part of them, expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose.

YOUR RIGHT TO RECEIVE PAPER COMMUNICATIONS

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 may obtain a paper copy of an electronic Communication by printing it yourself or by writing to us at Altura Credit Union, P.O Box 908, Riverside, CA 92502-0908, or contacting us by telephone at (888) 883-7228 and identifying the specific record requested, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. A fee to request paper copies of Communications may be imposed as set forth in our Schedule of Fees and Charges.

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 Agreement and any other Communication that is important to you.

FEDERAL LAW

You acknowledge and agree that your consent to receive 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 OR 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.