

# **First Entertainment Credit Union**

## **Electronic Record and Signature Agreement**

**This Electronic Record and Signature Agreement (“Agreement”) 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 as defined herein for and relating to your membership and the Account(s), products and services offered and/or accessible through First Entertainment Credit Union. We are required to obtain your consent before we can provide services to you electronically. This Agreement to receive Communications electronically 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) in connection with your membership and Account(s). You understand that your consent permits us to electronically deliver to you, initially and on an ongoing basis, all future Communications related to your membership and Account(s) with us. As further explained in the Agreement, you also understand and agree that your electronic signature is the legal equivalent of your manual signature. Please read this Agreement carefully before giving your consent. The electronic submission of this Membership Application will be considered your express and affirmative consent to the terms and conditions of this Agreement.**

In this Electronic Record and Signature Agreement the terms "you", "your" and "yours" each mean the primary account owner, authorized signer and/or authorized user. The terms "we", "us", "our", and "ours" each refer to and mean First Entertainment Credit Union. “Account(s)” means the account(s) you have with us. "Communication(s)" means: all agreements and disclosures and any and all amendments thereto, monthly (or other periodic) billing or account statements, tax statements, notices, responses to claims, transaction history, privacy policies and all other information related to the product, service or Account(s), including but not limited to information that we are required by law to provide to you in writing.

This Electronic Record and Signature Agreement can be printed and/or downloaded by you and is available to you in paper hardcopy upon request. Please read Agreement in full prior to continuing with your Membership Application.

### **A. ELECTRONIC COMMUNICATIONS**

**1. Scope of Consent** - By submitting your Membership Application, you are affirmatively consenting, initially and on an ongoing basis, to receive Communications related to your membership and Account(s) with us in electronic format, until such time as you withdraw your consent as described below. Your electronic consent to conduct business electronically applies to request for account(s), online services, and all related products and services you request or utilize, and the electronic delivery of Communications. Your consent to receive electronic Communication 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.

- 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. Please note that if you previously checked the box requesting "eStatements" in this Membership Application, you have already affirmatively consented to electronically receiving monthly (or other periodic) billing or account statements for the account you are attempting to open through this Membership Application.

**2. Method of Providing Communications** - All Communications that we provide to you in electronic format will be provided either: (1) by 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) by text.

**3. Valid Email Address and Keeping Your Information Current** - 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 accessing your account via Digital Banking at [www.firstent.org](http://www.firstent.org) at any time, by calling us at 888-800-3328, or by visiting one of our branches. 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.

**4. Withdrawing Consent** - You may withdraw your consent to receive Communications in electronic form at any time by providing written notice to us via U.S. mail to First Entertainment Credit Union, 6735 Forest Lawn Drive Suite 100, Hollywood CA 90068, Attention: Central Operations. You may withdraw your consent to receive electronic statements through the Digital Banking platform. 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 period of time to process your withdrawal request.

**5. Hardware and Software Requirements** - In order to access, view, and retain electronic Communications that we make available to you, you must have an Internet-capable computer or mobile device, and your device must use one of the two most recent versions of any of the following Browsers or Mobile App software: Firefox, Google Chrome, Microsoft Edge, Safari, iOS, or Android (v5.0 or above). All browsers must support 128-bit encryption. You must also have the most recent version of Adobe Acrobat Reader in order to view PDF files. A free version can be downloaded at: <https://acrobat.adobe.com/us/en/acrobat/pdf-reader.html>.

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 or mobile device screen any Communications that are e-mailed to you and/or made available on our website.

By submitting this Membership Application, you affirmatively consent and confirm that you have access to the required hardware and software. You must obtain and maintain, at your expense, such compatible hardware and software as specified by us from time to time. We are not responsible for any third-party browser or other software you may need to use to access Communications and online services. Any such software is accepted by you as-is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation. 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

You should have current anti-virus/malware/spyware software installed on your computer and keep the software updated. It is important that you download and install all service packs, security updates, version updates, and software updates as deployed by your Operating System and/or internet browser software provider in a timely manner. These updates may address software vulnerabilities that hackers or malware could otherwise exploit.

**6. Changes to Hardware and Software Requirements** - If our hardware or software requirements change, and that change would, in our opinion, create a material risk that you would not be able to access Communications and/or online services, we will give you notice of the revised hardware or software requirements. Your continued use of online services after we send you notice of the change is reaffirmation of your consent.

We may discontinue the support of any internet browser or other software at any time and without advance notice if we believe that it suffers from a security flaw or other flaw that creates a risk or otherwise makes it unsuitable for use with our Communications and/or online services. Such discontinuation could result in the unavailability of Communications and/or online services to those with such identified internet browser or software.

**7. 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 First Entertainment Credit Union, 6735 Forest Lawn Drive, Suite 100, Hollywood, CA 90068, or contacting us by telephone at (888) 800-3328 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. The requested paper copy will be sent to you free of cost through regular U.S. mail. However, please note that if you request that paper copies of the electronic Communication be sent to you other than through the regular U.S. mail, you may be charged a fee as set forth in our Schedule of Fees and Charges. Please note that if you elect to receive Communications in paper format, it will slow the speed at which we can complete certain steps in

transactions with you and delivering services to you because we will first need to send the Communications to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper Communications.

**8. Communications "In Writing"** - All Communications in either electronic or paper format from us to you will be considered legally binding and "in writing." You should print or download for your records a copy of this Agreement and any other Communication that is important to you.

**9. 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.

## **B. ELECTRONIC SIGNATURE**

By submitting this Membership Application, you acknowledge that you have read, understand and agree to the following:

- You are voluntarily choosing to sign your First Entertainment Credit Union documents electronically;
- You understand and agree that your electronic signature will legally bind you to the terms and conditions to the same extent as if you signed your First Entertainment Credit Union documents on paper with an ink signature;
- You agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer or in accessing or making any transactions regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing (hereafter referred to as "E-Signature");
- You understand and agree that no certification authority or other third-party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and First Entertainment Credit Union;
- You understand and agree that you have the right to withhold your consent to the use of electronic signatures and that you have the right to withdraw your consent at any time prior to completing the E-Signature process;
- You understand and agree that your E-Signature executed in conjunction with the electronic submission of this online Membership Application will be legally binding and such transaction will be considered authorized by you; and
- You also represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your Account(s) and that such persons will be bound by the terms of this Agreement.

## **C. FEDERAL LAW**

You acknowledge and agree that your consent to receive electronic Communications and create an electronic signature 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.

#### **D. GOVERNING LAW**

This Electronic Record and Signature Agreement is made in California and shall be governed by the laws of the State of California, to the extent that California law is not inconsistent with controlling Federal Law. California's "Choice of Rules" will not be applied if they would result in the application of non-California law.

#### **E. ACKNOWLEDGEMENT AND CONSENT**

By submitting this Membership Application, you affirmatively consent to receive, and acknowledge that you can receive, access and retain electronic Communications. You acknowledge that you have read and agree to the terms in this "ELECTRONIC RECORD AND SIGNATURE AGREEMENT" and that your computer system meets the minimum system requirements described in this Agreement. Additionally, your submission of this Membership Application will also confirm that you were able to print on paper or electronically save this Agreement for your future reference and access.