



DISCLOSURE REQUIRED BY FEDERAL LAW ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT (ESIGN) DISCLOSURE AND AGREEMENT

Please read this Electronic Signatures in Global and National Commerce Act (ESIGN) Disclosure and Agreement carefully and keep a copy for your records. This ESIGN Disclosure and Agreement, as amended from time to time, provides important information required by the ESIGN Act and confirms your consent to receive certain disclosures and information electronically. In this Agreement, the terms “you” and “your(s)” refer to the member, and the terms “we”, “us”, “our(s)” and “Credit Union” refer to Monterra Credit Union.

Electronic Copy of Related Disclosures, Agreements and Instructions. In order to speed up the deposit account application process and/or to access online banking services, mobile banking services, mobile deposit services and/or electronic periodic statements, with your consent, we will provide you with certain Account Documents (as defined below) electronically, rather than by postal mail or in person.

You agree to the terms and conditions stated herein and consent to receive electronic delivery of the following documents: (a) application(s) and agreement(s) for the product(s) you select; (b) all applicable legal disclosures including, but not limited to, disclosures and notices pursuant to the Gramm-Leach-Bliley Act, Fair Credit Reporting Act, Truth in Savings Act (Regulation D), Truth in Lending Act (Regulation Z), Real Estate Settlement Procedures Act (Regulation X), Electronic Funds Transfer Act (Regulation E), and Expedited Funds Availability Act and the Check Clearing for the 21st Century Act (Regulation CC); (c) notices or disclosures about any change in terms for your account(s); (d) privacy policies and notices; (e) stop payment and notices of dishonor; (f) periodic account statements (monthly or quarterly, as applicable) for your account(s); (g) instructions for signing and returning the account signature card; (h) tax statements and notices; and (i) privacy policies/notices, (j) service or end-user agreements for our online services, (k) disclosures and notices we are legally required to provide to you or choose to provide to you at our discretion, (l) notifications to advise you of conditions or fees imposed on your deposit account (collectively, “Account Documents”). The Account Documents will be provided either: (1) via e-mail, (2) via accessing a website designated for such purpose; or (3) via a PDF file that you may download.

Your Consent is Required. You must consent to receive the Account Documents before we can provide them to you electronically, by agreeing to the terms of this ESIGN Disclosure and Agreement. If you do not consent to electronic delivery of the Account Documents, you will not be able to enroll in the online banking service. Enrollment in the online banking service is required to access the mobile banking and/or mobile deposit service, and to access your statements, notices and disclosures electronically. If you do not consent to electronic delivery of the Account Documents, we will not be able to open the loan or deposit account (as applicable) through our website. You may visit any of our branch locations and speak with a Member Services Representative. A list of our locations can be found on our website or by calling the Credit Union at (888) 363-1725.

Paper Copy of Account Documents. If you do not want to receive the Account Documents electronically, you should not sign or otherwise affirm your consent to this form. If you consent to receive the Account Documents electronically, you can also request a paper copy of the related Account Documents by contacting our Contact Center by phone at (888) 363-1725. We will not charge you any fees for providing a paper copy of the Account Documents. Periodic account statements (monthly or quarterly, as applicable) are provided in paper for free only at the close of the monthly or quarterly statement cycle and are mailed to the address on record. Any request for a paper statement or multiple paper statements outside of the prior month or quarter statement cycle is subject to a Statement Copy fee as stated in the Consumer Fee Schedule.

System Requirements to Access and Retain Information. To receive and/or retain an electronic copy of a requested file, you must have the following:

- An access device such as a personal computer, smart phone or tablet that is capable of accessing the Internet.
- Disabled pop-up blockers, as blockers limit your ability to use some online banking functions.
- Access to Monterra’s online banking works best with the following browsers and devices:

- Google Chrome (latest two versions)
- Firefox (latest two versions)
- Microsoft Edge (latest two versions)
- Safari (latest two versions)
- Operating Systems/Devices:
 - Windows (with versions that are supported by Microsoft)
 - OSX (with versions that are supported by Apple)
 - Android (latest two versions/releases with limited functionality of older versions)
 - iOS (latest two versions/releases)
- Internet web browser that is capable of supporting 128-bit TLS encrypted communications or 128-bit SSL encryption software.
- You must have software that permits you to receive and access Portable Document Format or PDF files, such as a recent version of Adobe Acrobat Reader®. Adobe Acrobat is available for download by visiting: <http://www.adobe.com/products/acrobat/readstep2.html>.
- To retain a copy of a requested file, your system must have the ability to either download or print PDF files.

Withdrawing Consent. You may withdraw your consent to receive electronic delivery of the Account Documents at any time by calling us at (888) 363-1725, or you may visit any of our branches and speak with a Member Services Representative. If you withdraw your consent to receive electronic delivery of the Account Documents, you will no longer be able to access online banking or mobile banking.

Address Change. You must promptly notify the Credit Union of any changes to your e-mail address to ensure electronic delivery of the Account Documents. To do so, you may call us at (888) 363-1725 or write to us at:

Monterra Credit Union
P.O. Box 910
Redwood City, CA 94064-0910

Amendments. The Credit Union may change the terms and conditions of this ESIGN Disclosure and Agreement from time to time by sending written notice to you at your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given prior notice of the change to the extent required by applicable law. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of the ESIGN service or designated accounts.

Other Agreements. Except as stated otherwise herein, this ESIGN Disclosure and Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

Severability. If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

You understand that you will not be enrolled to receive the Account Documents electronically until you have successfully completed the electronic verification process and confirmed your consent electronically.