

## Disclosure for and Consent to Electronic Delivery and Signing of Documents

**Fibre Federal Credit Union** ("we," "us," and/or "our") provides an electronic document delivery system ("System") to streamline our delivery of financial products and services. Among other things, the System may enable you to electronically receive, acknowledge, accept, agree to, execute, and/or sign, notices, disclosures, information, forms, authorizations, consents, agreements, contracts, deposit documents, loan documents, account documents, account statements and notices, and other information and documents without limitation (collectively "Documents"), all to the extent permitted by law. The System may be delivered through our own document delivery systems or it may be provided through third-party systems (such as electronic signature technology known as DocuSign). This Consent (defined below) applies to the System as used in transactions between you and us and may be in addition to other similar disclosures provided by us or by third parties that we use to facilitate delivery of products and services with the System.

The following terms and conditions apply to the electronic delivery of Documents to you through the System and your electronic receipt, acknowledgement, acceptance, agreement, execution, signature, and/or storage and retention of, on, and to such Documents. Please read the information below carefully and thoroughly and save or print a copy of this Disclosure for and Consent to Electronic Delivery and Signing of Documents ("Consent") for your records. If you can access this information electronically and agree to this Consent, please confirm your agreement by selecting the check-box. By checking the box, you agree to accept delivery of the Documents electronically by Fibre Federal Credit Union. The following terms and conditions apply to electronic delivery and receipt of Documents and electronic signature of Documents (where applicable).

**Accessing and Signing Documents.** At the time you request a specific product or service from or involving us, you may be asked to sign and agree to the terms of the account/service Documents electronically through this System.

**Account Documents.** If you consent to receive Documents from us electronically and/or to sign Documents from us electronically, we will provide electronically to you, through the System, all Documents that are to be provided or made available to you during the course of our relationship with you. Unless you contact us to limit this Consent to a particular transaction, this Consent applies to Documents that may be used for all financial services that we may provide to you. The electronically delivered account documents for the financial services relationship you are establishing with us may include:

Deposit Account Documents	
Account Opening Documents	<ul style="list-style-type: none"> <li>• Account Card</li> <li>• Membership Account Agreement and Disclosure (Account Agreement, Funds Availability Policy, Electronic Funds Transfer Agreement, and Privacy Policy)</li> <li>• Truth-in-Savings Account Disclosures and Fee Schedule</li> <li>• Overdraft Protection Opt-in</li> <li>• Tax Compliance Documents (e.g., TIN certification on IRS Form W-9 or certification of foreign status on IRS Form W-8BEN)</li> </ul>
Subsequent Documents	<ul style="list-style-type: none"> <li>• Deposit Account Periodic Statements (eStatements)</li> </ul>

	<ul style="list-style-type: none"> <li>• Change in Terms Notices</li> <li>• Deposit Hold Notices</li> <li>• Account and Transaction Alerts</li> <li>• Tax Reporting Documents where applicable (e.g., IRS Form 1099-INT or IRS Form 5498)</li> <li>• Future Service Enrollments, Communications, and Notices</li> </ul>
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Loan Documents	
Loan Opening Documents	<ul style="list-style-type: none"> <li>• Credit Application</li> <li>• Credit Card Agreement</li> <li>• Credit Disclosures</li> <li>• Promissory Note and/or Loan Account Agreement and/or Retail Installment Contract</li> <li>• Related Agreements for Credit Account (e.g., security agreement or power of attorney (vehicle financing) where applicable)</li> </ul>
Subsequent Documents	<ul style="list-style-type: none"> <li>• Credit Card and Loan/Credit Periodic Statements (eStatements)</li> <li>• Change in Terms Notices</li> <li>• Account and Transaction Alerts</li> <li>• Tax Reporting Documents where applicable (e.g., IRS Form 1098 for mortgage interest)</li> <li>• Future Service Enrollments, Communications, and Notices</li> </ul>

**Accessing Paper Copies.** The Documents provided to you electronically will not be sent to you in a paper copy unless you contact us and request a paper copy of a particular document. You will have the ability to download and print Documents we send to you through the System during and immediately after the signing session and, if you elect to create an account with the third party facilitating the signing of Documents as applicable, you may access the Documents for a limited period of time (usually thirty days) after such Documents are first sent to you. We reserve the right to send you Documents in paper form if required by law or at our sole option and discretion and to require you to execute and/or sign and/or have notarized such Documents in handwriting and in ink, including without limitation Documents that you previously received, acknowledged, accepted, agreed to, executed, and/or signed electronically via the System.

**Multiple Access Devices.** An "Access Device" is any electronic device that you use to access your account and view electronic Documents, including without limitation a computer or a mobile device (such as a tablet or smartphone). Your consent to electronic delivery of Documents on one Access Device constitutes your consent on all Access Devices that you use. By viewing and consenting to this Consent on any Access Device, you are reasonably demonstrating your ability to access and view electronic Documents in the format provided for that Access Device and any subsequent Access Devices. If you use multiple Access Devices or change Access Devices, you are responsible for ensuring that the new Access Device meets the applicable system requirements and that you are able to access and view electronic Documents on the new Access Device. If you have trouble accessing or viewing electronic Documents on your Access Device, please contact us by one of the methods mentioned below.

**Your Right to Cancel.** You have the right to cancel and withdraw your consent to electronic Document delivery at any time. If you wish to withdraw your consent, you may do so by (1) declining to sign a Document within the electronic signing session, (2) contacting our Member Service department at 800.205.7872 (3) logging in to your account through Fibre Federal Credit Union's Online Banking and sending a secure in-session message, or (4) visiting any of our branches. Please allow a reasonable period of time to process your withdrawal notice. Cancelling and withdrawing your consent will not affect

the legality, validity, and enforceability of any Document that you may have previously received, acknowledged, accepted, agreed to, executed, and/or signed prior to such cancellation and withdrawal. If you elect to receive and sign Documents only in paper format, you will no longer be able to access the System to receive such Documents electronically from us or to electronically sign Documents from us.

**Fees.** We reserve the right, unless prohibited by law, to charge a fee for your requesting a paper copy of any Document you received in electronic format or signed electronically.

**Your System Requirements.** You will need computer access, an email address, internet service, and a printer or computer storage such as a hard drive or thumb drive for printing or saving Documents. The following are the hardware and software requirements necessary for you to access, receive, and retain electronically delivered Documents.

Hardware and Software Requirements	
Operating Systems	Either of the two most recent versions of Windows, Mac, iOS, Android, or other mobile device operating systems
Browser	Either of the two most recent versions of Microsoft Edge (Windows only), Mozilla Firefox (Windows and Mac), Safari (Mac only), Google Chrome (Windows and Mac), or Opera (Windows and Mac)
PDF Reader	Adobe Acrobat or similar software may be required to view and print pdf files
Screen Resolution	1024x768 minimum
Enabled Security Settings	Allow per session cookies

The minimum technical requirements for the System may change from time to time. You are solely responsible for downloading the latest version of the operating systems and browsers, including all security patches. We will notify you whenever we change or revise these requirements and will ask you to agree to a new Consent at that time. At that time, you will have the right to withdraw your consent at no cost, condition, or consequence to you.

**Third Party System Requirements.** The System requirements for third parties that we use to facilitate delivery of services to you may be different than ours and you should consult the websites of the third parties for details. For example, the System requirements for DocuSign are found at <https://support.docusign.com/guides/signer-guide-signing-system-requirements> .

**Your Responsibilities.** You agree that your Access Device satisfies the hardware and software requirements specified above and you certify that you are capable of retaining and accurately reproducing the electronically delivered Documents as electronic records for any future reference. You certify that you have provided us with your current email address to which we may send electronic Documents and communications and you will immediately notify us of any changes in your email address. If we learn that you are no longer receiving email communications (for example, an email is returned as undeliverable), we may discontinue sending email communications. We are not obligated to verify that you have received or can access any Document.

**Document Imaging and Electronic Signatures.** Without notice to or consent from you, we may create electronic images of any Documents signed electronically and, if applicable, destroy paper originals of any such imaged Documents. Such images have the same legal force and effect as paper originals and are enforceable against you. We may convert any Document into a "transferrable record" as such term is defined under, and to the extent permitted by, the Uniform Electronic Transactions Act in effect in Washington as amended from time to time, any successor statute, and any regulations promulgated thereunder from time to time ("UETA"), with the image of such instrument in our possession or control constituting a single "authoritative copy" under UETA. If we agree in our sole discretion to accept any electronic signatures of any Document, the words "execution," "signed," and "signature" and words of like import in or referring to any Document so signed will be deemed to include electronic signatures and/or

the keeping of records in electronic form, which will have the same legal effect, validity, and enforceability as a manually executed signature and/or the use of a paper-based recordkeeping system, to the extent and as provided for in any applicable law, including UETA, the federal Electronic Signatures in Global and National Commerce Act (E-SIGN) as amended from time to time, any successor statutes, and any regulations promulgated thereunder from time to time, or any other federal or state laws based on or similar in effect to such laws. Each such Document will also be considered a transferable record. We may rely on any electronic signatures, including without limitation any such signatures provided through any electronic signature technology, without further inquiry, as if they are original signatures by the party indicated or the duly authorized representative of such party.

**Contacting Fibre Federal Credit Union.** You may contact us to request paper copies, withdraw your consent, or notify us of changes in your email address or contact information. You may do so by calling or writing to us at the numbers and addresses contained in this Consent.

**Claims.** Any and all claims and disputes by you connected with, arising from, or related to the legality, validity, and enforceability of any Document that you electronically receive, acknowledge, accept, agree to, execute, and/or sign using the System (collectively "Claims") shall (except where prohibited by law or to the extent limited by law) be subject to mediation and if mediation is unsuccessful then arbitration conducted in **Longview, Washington**, by Arbitration Service of Portland, Inc., or a similar dispute resolution agency, and subject to such agency's rules. YOU WAIVE THE RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM OR DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL. In addition, any and all Claims must be brought by you to our attention within one year from the earlier of either the date of the subject transaction(s) or when the cause of action has accrued, except where we have set a shorter period for claims to be made for certain transactions. Any Claims that are not brought within the one-year period or such shorter period shall be deemed to be expired and unenforceable, and you hereby waive any statute of limitations to the contrary.

**Confirmation and Consent.** By selecting the check-box you confirm that (1) you can access and read this Consent, (2) for future reference and access you can print this Consent on paper or save and send this Consent to a secure location where you can print it, (3) until or unless you notify us as described above, you consent to receive exclusively through electronic means all Documents that are provided or made available to you by us during the course of your relationship with us, (4) you understand, accept, and agree to this Consent and everything stated in this Consent, and you agree that you will not contest or challenge the legality, validity, and/or enforceability of any Document that you electronically receive, acknowledge, accept, agree to, execute, and/or sign, and (5) you agree that any Document maintained in an electronic form shall be considered the same as if it were in paper form, completed by hand, and signed by you.