

## **Consent to Use Electronic Records and Signatures**

From time to time, Corning Credit Union may be required by law to give you certain information “in writing” by sending it to you in paper form. We may provide this information to you electronically, instead, with your prior consent. We also need your general consent to use electronic records and signatures in our relationship with you. So, before we can conduct transactions and provide services to you electronically, you must review and consent to the terms outlined below.

In this consent:

- "We," "our," "us" means Corning Credit Union, and each and every current and future affiliate(s).
- “You” and “your” means the person giving this consent, and also each additional account owner, applicant, authorized signer, authorized representative, delegate, product owner and/or service user identified on any Corning Credit Union product that you apply for, use or access.
- “Communications” means each application, disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign or submit or agree to at our request. Some examples of Communications include loan applications and documents; account opening documents; deposit services documents; account and/or loan disclosures and agreements; change in terms notices; bills and statements; late payment notices; deposit or account documents or statements; certificate maturity notices; any fee or charge notices including, but not limited to, Overdraft Fees, Returned Item Fees, non-sufficient funds (NSF)/overdraft notices; excessive transaction notices; address notices; delinquency notices; rate change notices; notice regarding a change in fees; responses to claims; acknowledgements; our privacy policy and other privacy statements or notices; newsletters; notices of annual and special meetings; tax reporting information and appraisals; IRA agreements, applications, documents and/or disclosures.
- “Electronic Service” means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging) and/or software applications (including applications for mobile or hand-held devices), either now or in the future.
- “Corning Credit Union Product” means each and every account, product or service we offer that you apply for, own, use, administer or access, either now or in the future. Corning Credit Union Products include Electronic Services.
- The words “include” and “including,” when used at the beginning of a list of one or more items, indicates that the list contains examples – the list is not exclusive or exhaustive, and the items in the list are only illustrations. They are not the only possible items that could appear in the list.

## **Your consent to use electronic records and signatures; Certain information must still be provided in paper form**

Your consent means that in our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form (“Electronic Records”). We may also use electronic signatures and obtain them from you as part of our transactions with you.

Electronic Records may be delivered to you in a variety of ways including: (1) email (or a link set forth in an email); (2) online posting at an online location designated by us; or (3) or Portable Document Format. The Electronic Records may be provided by us directly or by a third party service provider, such as DocuSign, Inc. ("DocuSign")

We may always, in our sole discretion, provide you with any Communication in paper form, even if you have chosen to receive it electronically.

There are certain Communications that by law we are not permitted to deliver to you electronically, even with your consent. So long as required by law, we will continue to deliver those Communications to you in paper form. However, if the law changes in the future and permits any of those Communications to be delivered as Electronic Records, this consent will automatically cover those Communications as well.

### **Your consent covers all Corning Credit Union Products**

Your consent covers all Communications relating to any Corning Credit Union Product you currently have or that you open in the future. Your consent remains in effect until you give us notice that you are withdrawing it.

From time to time, you may seek to obtain a new Corning Credit Union Product from us. When you do, we may remind you that you have already given us your consent to use Electronic Records and signatures. If you decide not to use Electronic Records and signatures in connection with the new product or service, your decision does not mean you have withdrawn this consent for any other Corning Credit Union Product.

### **Electronic Signature**

Your consent means you consent and agree that your use of a key pad, mouse, touchpad, 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 document, agreement, acknowledgement, consent, term, disclosure, or condition constitutes your signature, acceptance and agreement as if actually signed by you in writing. Your electronic signature, whether expressed by process or symbolically or both, is hereby adopted by you and represents your intent to acknowledge receipt or sign, as applicable, the documents and that your electronic signatures are thereby attached to, and logically associated with, the documents. Further, you agree that no certification authority or other third party verification is necessary to validate your electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or resulting contract between you and us. **You understand and agree that your electronic signature executed in conjunction with the electronic submission of your application will be legally binding, effective, enforceable and valid and such transaction will be considered authorized by you. You further understand and agree that your electronic signature executed in conjunction with the electronic submission of any other document will be legally binding, effective, enforceable and valid and such document will be considered authorized by you as if a paper version of the document were delivered containing your original written signature.**

### **Your right to receive paper copies**

If we provide Electronic Records to you, and you want a paper copy, you may request a paper version by emailing us at [mailus@corningfcu.org](mailto:mailus@corningfcu.org). In the body of your request, provide your full name, email address, US postal address and telephone number and identify the specific record requested. There is no fee to request paper copies of Electronic Records we have sent to you.

### **Withdrawing your consent; Consequences of withdrawing consent**

You have the right to withdraw your consent to use Electronic Records and Signatures at any time. Please be aware, however, that withdrawal of consent may result in the termination of:

- your access to our Electronic Services, and
- your ability to use certain Corning Credit Union Products.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

If you are receiving online account statements, the termination will cause paper statements to be mailed to you via the U.S. Postal Service or other courier.

To withdraw your consent you may provide notice to us via email at [mailus@corningfcu.org](mailto:mailus@corningfcu.org) with the details of your request and also include your full name, email address, US postal address and telephone number.

If you withdraw your consent, the legal validity and enforceability of our prior Electronic Records will not be affected.

### **You must keep your email address current with us**

You must provide us with and maintain a valid, active email address. You must promptly notify us of any change in your email address by emailing us at [mailus@corningfcu.org](mailto:mailus@corningfcu.org) and including in the body of your request your previous email address and new email address. If you are using the DocuSign format, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing email in the DocuSign system. If you are using any other third party electronic signature service provider format, you must notify third party electronic signature service provider to arrange for your new email address to be reflected in your third party electronic signature service provider account by following the process for changing email in the third party electronic signature service provider system. You acknowledge that we are not liable for any third-party incurred fees, other legal liability, or any other issues or liabilities arising from non-receipt of notification or the availability of Electronic Records sent to an invalid or inactive email address that you have provided, your email or internet service provider filters the notification as “spam” or “junk mail”, there is a malfunction in your computer, browser Internet service and/or software or for any other reason beyond our control.

### **Required Hardware/Software you will need**

In order to receive, access, view, and retain Electronic Records that we make available to you, you must have hardware/software that meets at a minimum the following criteria:

Browsers:	The latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari, Microsoft Edge
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum (for desktops and laptops)
Enabled Security Settings:	Allow per session cookies; Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection; Firewall settings must allow access to the following server:https://docucdn-a.akamaihd.net. DocuSign leverages Akamai as a content delivery service to enhance our application's performance.
An Email Account:	An email account with an internet service provider and email software or web-based email service at which you can receive email messages
A Printer or Electronic Storage Device:	A computer (or other data storage unit) with sufficient electronic storage capacity or a printer in the event you want to retain records in electronic form or print and retain records on paper

In the alternative, you must have and maintain the ability to electronically save and visually display on your computer screen any disclosures that are emailed to you and/or made available on our website.

#### **Changes to hardware or software requirements**

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, we will give you notice of the revised hardware or software requirements. Continuing to use Electronic Services after receiving notice of the change is reaffirmation of your consent.

#### **Enrollment in Electronic Services using our equipment**

If you enroll for an Electronic Service through one of our member service representatives or using our equipment, your enrollment may not be complete until you take additional action. We will advise you, at the time of your enrollment, of any additional action you must take. If you take the required action, it is an affirmation of your consent to use electronic records and signatures under the terms of this Consent to Use Electronic Records and Signatures.

**By clicking/checking the “I agree to use Electronic Records and Signatures” button, you acknowledge that you can access the documents in the designated formats described above, and that the computer(s)/software you are using now, and will later use, meet the system requirements described above. You acknowledge that: (a) you have been able to read this document using your computer and software; (b) you have successfully printed and/or downloaded a copy of this agreement; (c) you have access to an account with an internet service provider; and (d) you are able to send and receive email.**

**Consent and Agreement By clicking/checking the “I agree to use Electronic Records and Signatures” button, you consent to having all Communications provided or made available to you in electronic form, to the terms of this Consent to Use Electronic Documents and Signatures document and to**

**doing business with us electronically. You also consent and agree to use electronic records and signatures in connection with transactions with us.**