

APCI FCU Online Service E-Sign Disclosure and Consent

Please review this disclosure carefully and print a copy for your records; you can access an online copy at any time by accessing our website at apcifcu.org > [Privacy & Disclosures](#).

This Online Service E-Sign Disclosure and Consent (“**Disclosure**”), applies to all communications (“**Communications**”) for those products and services offered through our APCI eBanking and APCI eBanking Mobile App. From time to time, we may amend these terms and modify or cancel services we offer without prior notice to you, except as may be required by applicable law. Your continued use of the Online Services shall indicate your acknowledgment, agreement and acceptance of any changes to this Disclosure and/or the applicable products and services.

Definitions

As used in this Agreement, the following terms have the following meanings:

- “**Account(s)**” means your eligible APCI FCU share savings, share draft checking, loan, and other APCI FCU products that can be accessed through APCI eBanking;
- “**You**”, “**Your(s)**”, and “**Member**” mean each person with authorized access to your Account(s) who applies and uses APCI eBanking; and
- “**APCI FCU**”, “**We**”, “**Our**”, “**Us**” and “**Credit Union**” means APCI Federal Credit Union.

Scope of Communications to Be Provided in Electronic Form

When you use a product or service to which this Disclosure applies, you agree that we may provide you with any communications in electronic format, and that we may discontinue sending paper communications to you, unless and until you withdraw your consent in the manner set forth herein. Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the product or service available through APCI eBanking and the APCI eBanking Mobile App for your Account(s);
- Notices or disclosures about a change in the terms of your Account(s); and
- Privacy policies and notices.

Method of Providing Communications to You in Electronic Form

All Communications that we provide to you in electronic form will be provided, either via: (1) email, (2) SMS text message (your carrier message and data rates may apply), or 3) within APCI eBanking.

How to Withdraw Consent

You may withdraw your consent to receive communications available in an electronic form at any time by selecting the APCI eAlerts option within APCI eBanking to opt out of Subscription Alerts or contact one of our Member Service Representatives at 800-821-5104 to opt out of receiving Credit Union or Mastercard Plus Statements and Notifications within APCI eBanking. No fees will be imposed to process the withdrawal of your consent to receive electronic communications. Any withdrawal of your consent to

receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

How to Update Your Records

It is your responsibility to provide and maintain a current email address. APCI Federal Credit Union (APCI FCU) is not responsible for any undeliverable notices due to factors beyond our control such as system failures or misdirected email delivery due to reasons such as inaccurate information. You can update information (such as your email address, mailing address or phone number) by selecting “Settings”, then “Profile” from within the APCI eBanking Menu Options.

Hardware and Software Requirements

In order to access, view, and retain electronic Communications that we make available to you, you must have a computer or device that meets the minimum system requirements.

In the event APCI FCU must change the minimum hardware or software requirements needed to access or retain electronic records, you may receive a statement containing the revised hardware and software requirements for access to and retention of electronic records. In such event, you have the right to withdraw consent (in the manner set forth above) without the imposition of any fees for such withdrawal.

If you choose to access APCI eBanking using your mobile device or other remote location, you will need a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure single socket layer (SSL) encryption (128 bit) traffic which is also capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

Requesting Paper Copies

We will not send you a paper copy of any Communication, unless you request (in accordance with this Section) it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within Seven (7) business days after we first provide the electronic Communication to you. To request a paper copy, please contact one of our Member Services Representatives at 800-821-5104.

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 Disclosure and any other Communication that is important to you.

Miscellaneous

YOU AGREE THAT YOUR USE OF THE SERVICES CONTEMPLATED BY THIS AGREEMENT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE MAKE NO WARRANTIES RELATING TO THE SERVICES

CONTEMPLATED BY THIS AGREEMENT WHATSOEVER AND ALL WARRANTIES, WHETHER EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

The headings in this Agreement are for reference only and shall not affect the interpretation of this Disclosure.

If any term or provision of this Disclosure is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Disclosure or invalidate or render unenforceable such term or provision in any other jurisdiction.

This Disclosure, together with any other documents incorporated herein by reference (and any other documents or disclosures previously made with respect to your Account), constitute the sole and entire agreement of the parties to this Disclosure with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

No waiver by us of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by an authorized representative of the Credit Union. No waiver by us shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Disclosure shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

All matters arising out of or relating to this Disclosure shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction). Any legal suit, action, or proceeding arising out of or relating to this Disclosure shall be instituted in any United States federal court or state court located in the Commonwealth of Pennsylvania, County of Lehigh, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Consent

By clicking "I Agree", you:

- Acknowledge you have read and understand this **APCI FCU Online Service E-Sign Disclosure and Consent**.
- Consent to receive all APCI FCU communications electronically on a personal computer monitor or mobile device.

- Have a computer that satisfies the hardware and software requirements and that you have the ability to download and print information in order to retain copies of any electronic notification and related disclosures.
- Have provided us with a current email address at which we may send electronic communications to you.
- APCI FCU reserves the right to revoke electronic notice privileges at any time for any reason without prior notification. By selecting to receive an electronic notice you acknowledge that email is not a secure delivery method and you agree to hold APCI FCU harmless for any breach of information.