AGREEMENT TO RECEIVE DISCLOSURES ELECTRONICALLY

This Agreement to Receive Disclosures Electronically ("Agreement") addresses the circumstances under which you agree to receive in electronic form communications that we are required by law to provide to you in writing and other communications that we provide to you in connection with your membership and accounts with Meriwest Credit Union.

For the purposes of this Agreement, the words "you" and "your" mean the primary accountholder and all joint accountholders. The words "we," "our," and "us" mean Meriwest Credit Union. "Account(s)" means any accounts you have with us and all products or services you obtain from us. "Communication" means any member agreements or amendments thereto, monthly (or other periodic) billing or account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the Account(s), including but not limited to information that we are required by law to provide to you in writing. Such Communications may include, but are not limited to:

- This Agreement and any updates;
- Disclosures, agreements, notices and other information related to the opening or initiation of an account, product or service including, but not limited to, account agreements, fee schedules or other disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- Service or user agreements for online access to Meriwest Credit Union websites, all updates to these agreements and all disclosures, notices and other communications regarding Meriwest Online and transactions you conduct within Meriwest Online;
- Periodic, annual, monthly or other statements, disclosures and notices relating to the maintenance or operation of an account, product or service including, but not limited to account information, account activity, account inactivity, payments made or due, or other statements, disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm- Leach-Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- Any notice or disclosure regarding an account, product or service fee, such as a late fee, an overdraft fee, an over limit fee, a fee for a draft, check or electronic debit returned for any reason, such as insufficient funds fee or a fee as a result of a stop payment order;
- Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to accounts, products or services you obtain from us;
- Our privacy policy and other privacy statements or notices (by posting such notices on our website);
- Certain tax statements or notices that we are legally required to provide to you, such as the annual IRS interest statement; and
- Certain information or forms that we request from you and ask you to submit electronically, such as signature cards, W-9s, or other agreements.

We are required to obtain your consent before delivering Communications electronically. You understand that your consent also 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. Your

consent will also apply to any other person named on your Account(s). Please read this Agreement carefully before giving consent.

Types of Communications You Will Receive in Paper. This Agreement does not apply to:

- Any notice of default, acceleration, repossession, foreclosure, or eviction, or the right to cure or reinstate or redeem under a credit agreement secured by your primary residence;
- Any transactions subject to Article 9 of the Uniform Commercial Code; and
- Any other communications that Meriwest Credit Union determines, in its sole discretion that you should receive in paper rather than electronic form.

Such notices and disclosures shall be mailed to the primary address we show for you in our records or otherwise delivered as required by law or the governing agreement.

Consent to receive disclosures electronically and scope of consent. By clicking "AGREE," 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, and that we may discontinue sending paper Communications to you, until such time as you withdraw your consent as described below.

You understand that if you request paper statements, you may be subject to a fee in accordance with our *Fee Schedule*.

Method of Providing Communications to You in Electronic Form. All Communications that we provide to you in electronic format will be provided either: (1) via email; (2) by access to a website that we will designate in an email notice we send to you at the time the information is available; (3) by requesting you download or view a PDF file containing the Communication or (4) by phone text message*. **Standard text messaging and mobile phone data rates from your wireless provider may apply.*

How to Withdraw Consent. You may withdraw your consent to receive Communications in electronic form at any time by choosing the appropriate options within the "Documents" tab in Online Banking. Select "Statements" to update your Online Statement Settings by checking or unchecking the "Go Paperless" box. Select "eNotices" to update your Notice and Tax Delivery Preferences under your User Profile. You may also provide a signed written notice to us at Meriwest Credit Union, 5615 Chesbro Avenue, San Jose CA 95123 Attention: Online Banking with the details of your request. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email 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 reasonable period of time to process your request. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Your consent shall remain in force until withdrawn in the manner provided in this section.

Valid email address and/or mobile phone number. You agree to provide us with and maintain a valid, active email address for notifications sent via email, as well as a valid and current mobile phone number for those notifications provided via mobile messaging. You must promptly notify us of any change in your email address and/or mobile phone number, as applicable. You may update your email address or mobile phone number by selecting the "My Profile" tab through Online Banking and providing Meriwest with a valid and current email address and/or mobile phone number. Or, by contacting Meriwest at 877-MERIWEST (877-637-4937) during normal business hours. 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 notifications sent to a mobile phone number you have provided and/or statements or notifications sent to an invalid or inactive email address that you have provided.

Hardware/software requirements. In order to access, view, and retain electronic Communications that we make available to you, you must have an Internet-capable computer. To ensure your privacy and security, recent versions and upgrades of browsers may not work initially as they require internal verification for security and functionality prior to allowing access to Meriwest Online. It is recommended that prior to upgrading to the latest browser version, you have verified that your online banking access is available and the browser version is supported.

Current versions supported:

- Meriwest Online Banking supports the two most recent versions of Internet Explorer, Google Chrome, Mozilla Firefox, and Safari.
- You must be able to view Adobe Acrobat files (PDF) when using your web browser. If you are unable to view or having trouble viewing PDF files, ensure you have the latest version of Acrobat Reader or **download the latest Acrobat Reader for free** from Adobe's Website.
- For security reasons, the Credit Union uses at least 128-bit encryption. For this reason, at least128-bit encryption-capable versions of the browsers listed above are required.

In addition, if you would like to print copies of any Communications, you must have a printer capable of printing any Communications that are emailed 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 screen or mobile device any Communications that are sent electronically to you and/or made available on our website. 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.

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 Meriwest Credit Union, 5615 Chesbro Avenue, San Jose, CA 95123, Attention: Retail Operations, or contacting us by telephone at 877-MERIWEST (877-637-4937) 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. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

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 Agreement and any other Communication that is important to you.

Federal Law. You acknowledge and agree that your consent to receive electronic communications 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.

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.

Agreement. By supplying your email address and checking the box to "AGREE," you affirmatively consent to receive, and acknowledge that you can receive, access and retain electronically, Communications. You acknowledge that you have read and agree to the terms in this "AGREEMENT TO RECEIVE DISCLOSURES ELECTRONICALLY" and that your computer system meets the minimum system requirements described in this Agreement. You understand and agree that Meriwest Credit Union will not be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from your use of the products or services provided pursuant to this Agreement.

IMPORTANT: PLEASE RETAIN THIS AGREEMENT FOR YOUR RECORDS

Rev. 03/26